

MEMORANDUM OF UNDERSTANDING

between

CITY OF MOUNTAIN VIEW

and

LOCAL 521

SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO

Covering City Employees in the

SEIU Unit

July 1, 2011—June 30, 2012

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This Memorandum of Understanding is entered into pursuant to the Meyers-Miliias-Brown Act (Government Code Sections 3500-3510) and the Employer-Employee Relations Resolution of the City of Mountain View and is made by and between authorized representatives of the City of Mountain View (hereinafter referred to as "City"), and Service Employees International Union, AFL-CIO, Local 521 (hereinafter referred to as "Local 521").

ARTICLE 1—RECOGNITION

1.1 Exclusive Representative

Pursuant to the provisions of the Employer-Employee Relations Resolution of the City of Mountain View and applicable State law, the City of Mountain View recognizes Service Employees International Union, AFL-CIO, Local 521 as the exclusive representative of all permanent full-time and part-time employees in classes assigned to the City's SEIU Unit. Appendix A is the list of classifications in the SEIU Unit.

The City and the Union agree that this Memorandum of Understanding is intended to be the principal expression of the collective bargaining relationship.

1.2 Contracting Out

Upon request, the City will provide the Union with a list of all consultants, contract workers and vendors who are contracted to perform services for the City. If contracting out bargaining unit work to outside contractors would result in layoff of bargaining unit employees, the elimination of a bargaining unit position or a permanent reduction in the hours worked by current bargaining unit employees, or if such contracting is the direct result of a layoff, the elimination of a bargaining unit position or a reduction in hours of current bargaining unit employees occurring within six (6) months prior to such contracting, then the City shall meet the following requirements:

- 1.2.1 The City will give the Union notice of at least sixty (60) days before the effective date of the outside contract.
- 1.2.2 Within such sixty (60) day period, the Union will have the opportunity to meet and confer on the impact of the contracting out on bargaining unit employees, and an opportunity to propose alternative ways in which such services could continue to be provided by the City workforce.
- 1.2.3 Separate and apart from the obligations imposed by this section, the City agrees to notify the Union of decisions not to permanently fill vacancies of

bargaining unit positions and, at the Union's request, to meet with the Union to discuss the impacts, if any, of such decisions on current bargaining unit members.

Except as expressly limited by this paragraph, the City shall not be limited in its right to contract out bargaining unit work.

1.3 New Classifications

The City shall notify the Union, in writing, of the development of a new classification.

ARTICLE 2—NONDISCRIMINATION

2.1 Equal Protection

The City and Local 521 agree that the provisions of this Agreement shall be applied equally to employees covered herein without favor, discrimination or harassment because of race, color, ancestry, national origin, religious creed, sex, age, physical or mental disability, marital status, sexual preference, medical condition, familial status, sexual orientation, or political opinion or affiliation, unless such factor shall be a bona fide occupational qualification for a position, or such action is required to comply with Federal or State law.

2.2 Free Exercise of Rights

The City and Local 521 further agree that employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing; or to refrain from participation, to the extent that such rights have not been mutually waived by this Agreement. Employees shall not be discriminated against because of their exercise or nonexercise of these rights.

2.3 Harassment Policy

2.3.1 Purpose

To establish a strong commitment to prohibit harassment in employment and to define discrimination harassment and to provide the most effective and timely procedure for investigating and resolving internal complaints of harassment.

2.3.2 Policy

Harassment of an applicant or employee by a supervisor, management, employee or coworker on the basis of race, religion, color, national origin, ancestry, handicap, disability, medical condition, marital status, familial status, sex, sexual orientation or age will not be tolerated. This City maintains a harassment policy in compliance with applicable laws that shall apply to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation and training.

Disciplinary action up to and including termination will be instituted for behavior described in the definition of harassment set forth in the City's Administrative Instruction 3-12. The City will notify employees when the policy changes. The policy will be reviewed on an annual basis during the performance review process.

2.3.3 Complaint Procedure

Employees who believe there has been a violation of the Harassment Policy should immediately report such conduct following the complaint procedures outlined in the City's Administrative Instruction 3-12.

2.4 Americans with Disabilities Act of 1990

The City reserves the right to take all necessary actions to comply with the Americans with Disabilities Act and other State and Federal laws protecting disabled employees, including determining the need for defining and making available reasonable accommodations to disabled employees who are otherwise qualified to perform the essential job functions of their position. The City agrees to meet and confer with the Union to discuss any actions which impact wages, hours and other terms and conditions of employment of any member of this bargaining unit.

The City and SEIU Local 521 agree that the provisions of this Agreement shall be applied equally to employees covered herein without favor or discrimination because of physical or mental disability, unless such favor shall be a bona fide occupational qualification for a position or such action is required to comply with Federal or State law.

ARTICLE 3—CITY RIGHTS

3.1 Rights Retained

The parties agree the City retains all rights not specifically delegated by this Agreement, including, but not limited to, the exclusive right to:

- (a) Determine the mission of the City;
- (b) Set standards of service;
- (c) Determine the procedures and standards of selection for employment and promotion;
- (d) Direct its employees, take disciplinary action for proper cause;
- (e) Relieve its employees from duty because of lack of work;
- (f) Maintain the efficiency of City operations;
- (g) Determine the methods, means and personnel by which City operations are to be conducted;
- (h) Determine the content of job classifications; and
- (i) Take all necessary actions to carry out its mission in emergencies and exercise control and discretion over its organizations and the technology of performing its work.

3.2 Impact on Bargaining Unit

The exercise of such rights shall not preclude Local 521 from meeting and conferring with City representatives about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment.

3.3 Emergency

Except in an emergency, City decisions shall not supersede the provisions of this Agreement. Emergency shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake or other conditions, including conditions resulting from war or imminent threat of war.

3.4 Duration of Emergency

Action taken by the City to meet such an emergency that are not in compliance with this Agreement shall be in effect only for the duration of the emergency.

ARTICLE 4—SECURITY PROVISIONS

4.1 Agency Shop

4.1.1 Duty of Fair Representation

The Union has the duty to provide fair and nondiscriminatory representation to all workers covered by this Memorandum of Understanding, regardless of whether they are members of the Union.

4.1.2 Membership

Workers who pay Union membership dues are members of the Union. Only members have the right to attend Union meetings, elect stewards/officers, vote on Union-related matters, such as approving the Memorandum of Understanding, and participate in negotiations.

Workers who pay service fees are not members but are represented by the Union and do not have the right to attend Union meetings or elect stewards/officers, vote on Union-related matters, such as approving the Memorandum of Understanding, or participate in negotiations.

4.1.3 Implementation

Commencing May 13, 2001, all represented workers, as a condition of initial and continued employment, for the duration of this Agreement, unless rescinded in accordance with Government Code Section 3502.5(d), shall:

(a) pay Union membership dues; (b) pay a service fee to the Union instead of Union membership dues; or (c) claim a conscientious objector exemption as a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations.

New Hires—When a person is hired in any job classification covered by the Union Memorandum of Understanding, the City shall inform the new hire that the City and the Union have an agency shop arrangement and include a packet provided by the Union in the hiring materials sent to the new hire. Enrollment forms need to be submitted five (5) working days after the first

day of employment. If not returned within five (5) working days, the employee shall be deemed to have elected to pay a service fee. Deductions shall commence with the first payroll period that begins after the date of hire for each new hire.

Workers shall be free to become a member of the Union or to refrain from becoming a member of the Union. Workers who voluntarily become Union members shall maintain their membership in the Union and pay Union membership dues for the duration of the Memorandum of Understanding, provided, however, that workers may resign Union membership and become a service fee payer during the first fourteen (14) calendar days of July of any year, by mailing a notice of withdrawal by United States certified mail to SEIU, Local 521, Attention: Work Site Organizer, 981 Industrial Rd, Suite A, San Carlos, California, 94070, and the City's Finance and Administrative Services Director, P.O. Box 7540, Mountain View, California, 94039, postmarked within the withdrawal period.

If an individual worker becomes delinquent in paying fees required under this section due to a clerical error or the fact that the worker was not paid by the City during the pay period, the City shall not be responsible for paying such fees. However, once the City has been notified of the error, the City will institute the deduction for the next pay period. In cases where a worker is not paid for a portion of the pay period and their salary is insufficient to cover part or all of the withholding of Union dues or service fees or their statutory obligations exceed the withholding of Union dues or service fees, there shall be no withholding. All legal, statutory and required deductions shall have priority over fees.

On a quarterly basis, the City shall provide the Union with a list of the names, addresses, classifications and membership status of all unit workers.

The Union shall indemnify and hold the City, its officers and employees, harmless from any and all claims of any nature whatsoever, and against any claim or suit instituted against or involving the City arising from the execution of the City's obligation contained in this article or from the use of the moneys remitted to the Union, including the cost of defending against such actions or claims.

4.1.4 Dues Deductions

The City will deduct Union membership dues, agency fees, C.O.P.E. (Committee on Political Education) Fund checkoff, and any other mutually agreed-upon payroll deduction from the biweekly pay of the worker, effective with the first pay period the worker is employed, subject to the

provisions contained in Section 4.1.3. The worker must authorize deduction of membership dues in writing on an enrollment card acceptable to the City and the Union. In cases where an enrollment card has not been returned as provided in Section 4.1.2, the mandatory service fee shall be deducted from the biweekly pay of the worker. The City shall remit the deducted dues and other fees to the Union as soon as reasonably feasible after the deduction.

4.1.5 Establishment of Service Fee

The Union shall demonstrate to the City that it has complied with applicable law by: (a) having disseminated to the bargaining unit adequate information about its expenditures for the preceding fiscal year, including information regarding its "chargeable" and "nonchargeable" activities in the prior fiscal year, broken down in adequate and reasonable detail between the chargeable and nonchargeable activities; (b) having established a full, fair and prompt procedure whereby objective nonmembers are able to challenge allegedly objectionable expenditures; and (c) informing the City when a challenge by an objective nonmember has been resolved. The Union shall demonstrate its compliance with this section before implementation of agency shop provisions, and on an annual basis thereafter.

4.1.6 Conscientious Objector Exemption

Any worker occupying a position covered by this Memorandum of Understanding who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting a public employee organization will, upon presentation of a written declaration sent certified mail to the Union and the City of active membership, notarized by an official representative of such religion, body, or sect, be permitted to make a charitable contribution to one of the charities available through payroll deduction, equal to the service fee instead of paying Union dues or an agency fee to the Union.

The Union will review all applications for a conscientious objector exemption. The Union will have forty-five (45) days to challenge a conscientious objector exemption. If the Union challenges the claim, the Union shall so notify the City as soon as practically possible. Upon receipt of notice from the Union that it is challenging the conscientious objector exemption, the City will commence a service fee deduction for the next payroll period. In the event the Union agrees to the conscientious objector exemption, the Union shall provide the worker with written documentation that the disputed funds have been deposited to United Way or Combined Health Services.

Charitable contributions will be by regular payroll deduction only to United Way or Combined Health Services. Review of conscientious objector exemptions under this section shall not relieve an employee of his/her obligations to make contributions via payroll deductions to either the Union or one of the above-mentioned charities, effective the first date an employee is subject to the provisions of this agency shop agreement.

4.1.7 Record of Financial Transactions

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to City and to the workers who are represented by the Union, within sixty (60) days after the end of the fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement certified as to accuracy by its president or treasurer or corresponding principal officer, or by a certified public accountant. An employee organization required to file financial reports under the Labor Management Disclosure Act of 1959 or required to file financial reports under Section 3546.5, may satisfy the financial reporting requirement of this section by providing the City with a copy of such financial reports.

4.1.8 Duration of Obligation

Agency fee obligations, including, but not limited to, dues or agency fee deductions on behalf of a recognized employee organization, shall continue in effect as long as the Union is the recognized bargaining representative, notwithstanding the expiration of any agreement between the City and the Union.

4.2 Reasonable Time Off to Meet and Confer

Local 521, as a recognized employee organization, may select not more than two (2) employee members of the organization to attend scheduled meetings during the term of this Agreement with the City Representative(s) on subjects within the scope of representation during regular work hours without loss of compensation. For contract negotiations, Local 521 may select not more than six (6) employee members to attend bargaining sessions. Where circumstances warrant, Human Resources may approve the attendance at such meetings of additional employee representatives without loss of compensation. Local 521 shall submit the names of the employee representatives to Human Resources in advance of such meetings. Any such meeting is subject to scheduling by the City in a manner consistent with operating needs and work schedules of the City.

4.3 Stewards

Local 521 may designate a reasonable number of employees to represent other employees in disciplinary or grievance matters and to investigate matters within the scope of representation. Local 521 shall provide written notice to the City of the designated stewards and shall notify the City of any changes to the list. Stewards shall conduct their representation activities on their own time and on the employee's own time unless it is an emergency situation which would still require approval from the appropriate supervisor, or manager, in order to leave the job site. Time off without loss of compensation shall be allowed for management-approved meetings. Unless authorized, only one (1) steward shall be released on work time to attend management-approved meetings for any one grievance, discipline or representation matter. Release time for additional stewards shall require advanced authorization from the steward's supervisor.

4.4 Bulletin Boards

The City will furnish, for the exclusive use of Local 521, adequate bulletin board space at the following locations: City Hall, Police/Fire Administration, Community Center, Library, Senior Center, Municipal Operations Center (Building A), Center for the Performing Arts, Shoreline, Cuesta Park, Park Shop, Rengstorff Park, Sign Shop and Wastewater Office. The board shall be used for the following subjects:

- (a) Information on Local 521 elections, reports and notices.
- (b) Reports of official business of Local 521, including reports of committees or the governing boards thereof.
- (c) Scheduled membership benefits, programs and promotions.
- (d) Any other written material pertaining to the official business of Local 521, the Santa Clara County Central Labor Council and C.O.P.E.

4.5 Activities on City's Premises and Access

Membership meetings, organizing activities, membership campaigns or dues collecting by Local 521 or their representatives on City premises or at work locations/sites during regular hours of work shall not be permitted. Representatives of Local 521 shall be granted reasonable access to employee work locations/sites to investigate matters relating to employer-employee relations, unless such access to given work locations/sites would constitute a safety hazard or would interfere with the operations of the City. Access to work locations/sites shall be regulated by the City so as not to constitute a safety hazard or to interfere with operations of

the City. Representatives of Local 521 shall not enter a work location/site without first advising, in person, someone in the Department Head's or Human Resources office.

4.6 City Policy on Hourly/Temporary Employees

Hourly employees are defined as seasonal or temporary employees who work for a specified period of time (averaging on a yearly basis less than twenty (20) hours per week) and are not eligible to receive benefits. Hourly employees are hired to perform seasonal work, provide vacation and sick leave relief and to complete short-term projects or special assignments. In some cases, hourly employees may work a regular ongoing schedule of less than twenty (20) hours per week.

Hourly employees may be used to fill vacant positions or to fill in for employees on extended absence with prior approval of the City Manager or Department Head or designee. In most cases, departments will not be allowed to hire hourly employees to fill positions that were not approved or authorized as part of the budget process.

Hourly employees who consistently work less than twenty (20) hours per week may work for a period of time exceeding one (1) year or one thousand (1,000) hours without prior approval from Human Resources. However, Department Head approval is required.

Departments using hourly employees who consistently work twenty (20) hours per week or more must receive written approval for continued employment from Human Resources before the employee completes one (1) full year from date of employment, or one thousand (1,000) hours in a fiscal year.

At the beginning of each fiscal year, the City shall provide the Union with a list of each department's budgeted hours for hourly employees by classification. Upon request, the City shall provide additional reports to the Union, to a maximum of four (4) reports per fiscal year.

4.7 Personnel Files

Employees shall be noticed or given copies of all documents that are being placed in his/her official personnel file kept in Human Resources. With twenty-four (24) hours' notice, employees are entitled to review their official personnel files or review with Union representation.

Documented oral counselings and written reprimands more than three (3) years old will not be referred to in later disciplinary action unless the present incident and the prior one involved harassment or violence.

On a case-by-case basis as part of a settlement of a disciplinary matter, the City may agree to a provision which allows for the purging of disciplinary actions from employee files based on certain agreed-to provisions. If a settlement is reached to purge a single document, that single document shall be purged from the personnel file within a period of up to five (5) years.

At the employee's request, written reprimands more than one (1) year old shall be removed from the employee's personnel file following issuance of the employee's performance evaluation that year.

4.8 Advance Notice

The Union shall be notified of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City or by any Department. The Union shall be given the opportunity to meet and confer on the impact of such ordinance, rule, resolution or regulation prior to its adoption by the City Council, board or commission of the City or any Department.

4.9 Union Packet/New Hires

The City shall provide each newly hired bargaining unit employee a packet of information provided by the Union. Local 521 will supply Human Resources with such packets for distribution to new employees.

ARTICLE 5—SALARY

5.1 Salary

No salary increase for Fiscal Year 2011-12.

As a cost containment measure, each member of SEIU, with the exception of Public Safety Dispatchers and Lead Public Safety Dispatchers, agrees to take one (1) unpaid eight (8) hour day off (prorated for regular part-time employees). Members will take the unpaid day off on Friday, December 30, 2011.

In lieu of no monetary increase, each member of SEIU will receive two (2) paid eight (8) hour days off (prorated for regular part-time employees). Members will take the paid days off on December 28 and December 29, 2011.

The unpaid day and paid days off will be taken in conjunction with the December 23 and December 26 holidays. To allow for members to take one (1) full week off, the City will change the December 23 holiday to December 27, 2011.

If a member is unable to take the paid or unpaid days off during the dates agreed to above based on the member's regular schedule or workload issues as determined by their supervisor, then the days off will be taken at another time as approved by their supervisor, but before the payroll fiscal year ending June 23, 2012. The unpaid day must be used as a whole day and not broken into hour increments. The unpaid day off (as out-lined above) will count toward the 40-hour minimum requirement for the purpose of calculating overtime in the week it is taken.

If Members are on a flex or 4-10 schedule, they may use other leaves (vacation, comp time, floating holiday, personal day) to supplement the time on each unpaid or paid day to bring them to their scheduled amount of hours (for example, 9-80 schedule: 8 hours unpaid + 1 hour of comp time, or 4/10 schedule: 8 hours of paid day + 2 hours of floating holiday).

5.1.1 Lump Sum

Each employee employed on July 1, 2011 will be paid a one-time lump sum payment of Two Hundred Dollars (\$200) in the first pay period ending in July 2011. This lump sum payment is in recognition for the long-term cost containment concession with a reduction in the vacation accrual caps (Section 10 of this MOU).

5.1.2 Revenue Trigger

This provision provides for revenue-sharing with SEIU employees if total audited revenues of the General Operating Fund for Fiscal Year 2011-12 exceed adopted budget revenues by \$750,000 or more, excluding the category of grants, donations, and interfund revenues and transfers. SEIU employees employed on the last day of the respective payroll fiscal year will be paid an amount equal to one percent (1%) of their base annual salary as of the last pay period in the respective payroll fiscal year. The City and SEIU will meet in September to review the audited General Operating Fund revenues.

The payment will be a lump sum payment made in the first payroll period in October. In the event that the total audited revenues exceed budgeted revenues by \$2.6 million, the amount to be paid in one lump sum shall be calculated at three percent (3%) of base salary. These revenue triggers are lower than in prior fiscal years in recognition of the smaller number of groups to receive the revenue trigger in Fiscal Year 2011-12.

This language reflects the current 2011–12 fiscal year City of Mountain View budget methodology used in developing the adopted Fiscal Year 2011–12 budget. If the City changes the main components of the budgeting system, SEIU will be notified.

Audited revenue is subject to review by SEIU and City staff. Any discrepancies will be identified by SEIU and shall be submitted in a written report to the Assistant City Manager and Finance and Administrative Services Director. Discrepancies identified by SEIU's analyst will be reviewed by the independent City auditor and shall be revised as agreed to by the City and SEIU.

5.1.3 Structural Changes in Compensation

In consideration for members of SEIU agreeing to structural changes in health benefits and vacation benefits (net of associated offsetting costs) beginning in Fiscal Year 2011-12 that will also generate savings to the City beyond the 2011-12 fiscal year, the City agrees as follows:

In any request by the City for additional compensation cost containment for Fiscal Year 2012-13 where the City has a dollar target it is requesting from groups, and that dollar target is allocated amongst the groups, the City will consider the structural savings achieved for the benefits above as agreed to towards the contribution of that target. The formula for calculating any new target amount shall be as follows:

City-wide General Operating Fund Target amount for Fiscal Year 2012-13
+ structural savings achieved (net of offsetting costs) from all groups for
Fiscal Year 2011-12 x percentage of SEIU group based on total
compensation – structural savings achieved (net of offsetting costs) by
SEIU for Fiscal Year 2011-12.

5.2 Step Increases

The normal progression through the five salary steps is as follows:

Step 1	Start
Step 2	6 Months of Service
Step 3	1-1/2 Years of Service
Step 4	2-1/2 Years of Service
Step 5	3-1/2 Years of Service

Exceptions: Salary increases may not occur according to the above schedule if one of the following exceptions exists: (1) if work performance does not meet

evaluation standards (goals and objectives for the employee's upcoming evaluation year shall be developed by the supervisor with input from the employee); (2) if a person is hired at Step 2 or above; (3) if a person is reclassified, promoted or demoted or other resulting disciplinary action; (4) if a person receives a midevaluation merit increase.

5.3 Bilingual Pay

Employees who meet the following criteria, as determined by Human Resources (hereafter "HR"), shall be entitled to receive One Hundred Dollars (\$100) per month (\$46.15 biweekly) beginning the first pay period ending in July 2006.

- (a) Successfully passing such language proficiency/fluency test as may be selected by HR, including such periodic retesting as HR determines may be appropriate;
- (b) Being assigned to a position that is designated as a Bilingual assignment.
- (c) HR reserves the right to determine the number, timing, location and duration of the assignments receiving the additional pay provided herein and which languages are needed. Any employee who is receiving Bilingual Pay may be asked to utilize his/her bilingual skills at any time while on duty in his/her own division/department or by supervisor in any other division/department. An employee who is not receiving Bilingual Pay will not be asked to use bilingual skills, except in isolated circumstances where no employee receiving such pay is available, in that limited situation an employee may be asked to utilize such skills.

5.4 Equity Adjustments—Public Safety Dispatcher I/II and Lead Public Safety Dispatcher

Effective the first pay period ending July 2006, the City shall change the salary range for the classifications of Public Safety Dispatcher I/II and Lead Public Safety Dispatcher by seven and one-half percent (7.5%). Public Safety Dispatcher I will be changed from Grade 9 to Grade 12; Public Safety Dispatcher II from Grade 12 to Grade 15; and Lead Public Safety Dispatcher from Grade 15 to Grade 18.

All increases shall be computed to the nearest one-tenth of a percent (0.1%) and rounded to the nearest penny in accordance with procedures established by Human Resources and the Finance and Administrative Services Director or their designees.

5.5 Equity Review

Equity Review—When equity surveys are conducted for SEIU classifications, the following cities will be used as benchmark agencies:

- Campbell
- Cupertino
- Los Altos
- Milpitas
- Palo Alto
- Redwood City
- San Leandro
- San Mateo
- Santa Clara
- Sunnyvale

The City and the Union may mutually agree to a different set of benchmark agencies for classifications for which the above set does not provide an adequate sample market.

For any survey conducted, the City and the Union will mutually agree on the specific survey methodology to be used for purposes of determining the market average.

Nothing in this article shall be interpreted as obligating the City to agree to any particular position relative to the market average or to a particular market placement of bargaining unit salaries in relation to that average.

ARTICLE 6—INSURANCE BENEFITS

6.1 Maintain Benefits

To the extent that the following insurance programs continue to be available, the City will continue to provide the kinds and types of coverage currently offered. The following is a brief summary of the benefits. Employees should refer to the plan documents for a complete description of benefits, coverage and limitations. If, during the term of this Agreement a change in insurance plans, coverage, level or type of benefits is necessary (including, for example, changes to deductibles and/or copayments) prior to the change being implemented, the City will provide notice to the Union and meet and confer with representatives of SEIU Local 521.

6.2 Medical Insurance

HMO Medical Plans—Effective August 1, 2002, the City shall pay the full employee-only premium for any HMO plan offered by the City and selected by the employee. For dependent coverage in an HMO plan, the employee shall pay ten percent (10%) of the difference between the single coverage and the selected dependent coverage premium (two-party or family) for permanent full-time employees in accordance with the following schedule:

Plan	City Contribution	Employee Contribution
HMO	90%*	10%*

* Percentage contributions above are reflective of the formula described in the HMO paragraph above.

Non-HMO Medical Plans (PPO/POS)—Effective August 1, 2001, employees selecting a non-HMO medical plan will pay ten percent (10%) of the difference between the single coverage and the selected dependent coverage premium (two-party or family) for permanent employees. In addition to the payment for dependent coverage, the employee will pay forty percent (40%) of the difference between the average of HMO premiums at all three levels (single, two-party and family) and the non-HMO premiums at the same levels.

POS Plan—Effective the next open enrollment period, enrollment in this plan will be frozen. No new enrollments will be allowed into this plan. Those members who are enrolled in the Health Net POS with family coverage as of August 1, 2006 will receive a one-time, cash payment of One Thousand Dollars (\$1,000) on August 1, 2007. The City will cap the City portion of the premium paid for the POS plan at One Thousand Four Hundred Ninety-Seven Dollars and Seventy Cents (\$1,497.70) per month for existing active workers. Current retirees are not affected by this change.

The employee shall pay that portion of the premiums which is their responsibility through payroll deductions in accordance with procedures established by the Finance and Administrative Services Department.

6.3 Dental Insurance

Effective September 1, 2004, the City shall pay the full premium for the dental plan offered by the City. For dependent coverage, the City shall pay eighty-eight percent (88%) of the difference between the single-coverage premium and the selected dependent-coverage premium (two-party or family) for permanent

full-time and part-time employees. The employee shall pay that portion of the premium which is his/her responsibility through payroll deductions in accordance with procedures established by Human Resources and Finance and Administrative Services Department.

6.4 Life Insurance

The City shall pay the premium for all permanent employees for life insurance coverage equal to five (5) times the employee's annual salary or Fifty Thousand Dollars (\$50,000), at the employee's option. Included in this insurance is Accidental Death and Dismemberment (AD&D) coverage.

6.5 Long-Term Disability Insurance

The City shall pay the premium for all permanent employees for nonwork and work-related disability insurance coverage that provides for income protection up to sixty-six-and-two-thirds percent (66-2/3%) of monthly salary following the sixty (60) day elimination period which begins on date of illness or injury.

6.6 Employee Assistance Program

The City shall pay the premium for all permanent employees for an Employee Assistance Program designed to provide up to five (5) free counseling visits each year. Participation shall be voluntary.

6.7 Vision Care Insurance

Effective September 1, 2004, for those permanent employees who select medical plans that do not have vision coverage, the City shall make available vision care coverage for employees and dependents. The plan shall provide for a comprehensive examination and one pair of lenses and a standard frame (or contact lenses in lieu of lenses and frames) in any consecutive twelve (12) months. The City shall pay the cost of such coverage.

6.8 Retiree Health

- (a) During the term of this Agreement, the City shall maintain individual health benefits for individuals who have already retired from the City, and for individuals who retire and meet the vesting qualifications.

The City-paid benefit contribution percentage (%) in effect at the time of retirement shall not change once an employee has retired from the City.

- (b) Employees hired before September 1, 1989, qualify for retiree health benefits upon five (5) continuous years of service if they retire from City employment. Employees hired on or after September 1, 1989 qualify for retiree health benefits upon fifteen (15) continuous years of service if they retire from City employment.

- (c) Employees hired prior to July 1, 2007

Maintenance Classifications

For Maintenance classification employees hired prior to July 1, 2007 (listed in Appendix A) who meet the vesting requirement in (b) above and retire from the City, the employer shall pay 100 percent of the employee-only premium of the plan selected by the employee.

Clerical/Technical Classifications

For Clerical/Technical classification employees hired prior to July 1, 2007 (listed in Appendix A) who meet the vesting requirement in (b) above and retire from the City, the employer shall pay 100 percent of the employee-only premium of any HMO plan selected by the employee and 85 percent of the employee-only premium of any PPO plan selected by the employee.

- (d) All Classifications hired on or after July 1, 2007

Employees hired on or after July 1, 2007 qualify for retiree health benefits upon fifteen (15) years of continuous service if they retire from City employment. The City will pay a maximum of eighty-five percent (85%) of the employee-only premium of any HMO medical plan offered by the City at the time of retirement. The balance of the cost for the plan selected by the retiree will be fully paid by the retiree.

- (e) All retirees may elect to cover their dependents but shall be responsible for paying the difference between the full dependent premium and the employee-only premium.

6.8.1 Defined Contribution Plan Option

- (a) Employees hired on or after July 1, 2010 will make an election of either a Defined Contribution Plan or a Defined Benefit Plan for retirees' health plan benefits within ten (10) working days of the date of hire. An employee hired on or after July 1, 2010 who does not make an initial election within ten (10) working days shall be enrolled in the Defined Contribution Plan. After completion of one year of service, an

employee will have another opportunity to make an irrevocable election of either the Defined Contribution or Defined Benefit Plan. The Chapter Chair will be copied on letters to members informing them of their one year of employment and final decision on retirees' health plan. This letter to employees shall be sent out at least two weeks prior to an employee's one-year anniversary. Employees must make an election within ten (10) working days of his/her anniversary date. If an election is not made within this period of time, the employee's initial election at date of hire will remain status quo.

For those changing from a Defined Contribution to Defined Benefit Plan, the funds contributed by the employer will revert back to the City.

For those changing from a Defined Benefit to Defined Contribution Plan, employer contributions will be made from the date of hire of the employee without the additional 4 percent interest applied.

(b) Details of the Defined Contribution Plan

- International City Managers Association-Retirement Corporation (ICMA-RC) or comparable Retirees Health Savings Account model in accordance with the IRS. No minimum period of service is required for participation.
- Employer contributions for those employees hired on or after July 1, 2010 as follows:

0 to 5 years: \$212.24/month
6 to 10 years: \$265.30/month
10+ years: \$318.36/month

An employee would ascend to the next level tier after the completion of the fifth year and the completion of the tenth year of service.

- Indexing Contributions: Contributions above will be indexed at a 2 percent fixed rate effective at the beginning of each fiscal year after implementation of the Defined Contribution Plan.

Employee Year	Fiscal Year 2011-12
0 to 5 Years	\$216.48/month

6 to 10 Years	\$270.61/month
10+ Years	\$324.73/month

- Vesting of Employer Contributions: 100 percent after five years of continuous service with the City.
- Eligibility to Use Funds: Separation of service or 55 years of age. Upon separation of service (or retirement), funds will remain in the trust in the employee's name.
- Disposition of Employer Portion of Forfeited Unvested and Vested Funds (these are funds that have been deposited in the RHS Plan or accrued to the probationary employee): Unvested Funds: 75 percent employer; 25 percent employee allocation equally to SEIU participating employees who currently are receiving employer contributions. These unvested funds that are returned to the City shall be deposited into the Retirees' Health Plan funding. Vested Funds: All funds will be returned to the employer. Employer will deposit these funds in the Retirees' Health Fund.
- Yearly Report on Forfeited Funds: Annually, in September, the City will report to members and the union on the disbursement of forfeited funds. Members will receive a document showing how much has been added to their account and union leadership will receive a report on where funds returned to the City have been deposited into the Retirees' Health Fund to reduce this liability.
- Access to City's Health Plans: Access to City's health plans only if employee retires from Mountain View through PERS.
- Effective Date: July 1, 2010.
- The first year employer contributions held in an account to be paid to the Defined Contribution Plan. After the employee has made his/her election after the one-year anniversary to continue in the Defined Contribution Plan, the first year contributions shall be transferred to the RHS Plan the first pay period beginning after the election is made. Interest on the funds prior to transfer will be credited at a fixed rate of 4 percent per annum on the monthly balance.

In the event the employee's probationary period is extended beyond one (1) year, the funds will be held until final determination of the employment status of the employee. These employees will continue to receive the same benefits status while under extended probation, as if he/she were on regular probation. This is applicable to employer contribution rates and any interest amounts.

(b) Details of the Defined Benefit Plan

Employees hired on or after July 1, 2007, or those hired on or after July 1, 2010 who select the Defined Benefit Plan, will qualify for retirees' health benefits as set forth in the MOU in Section 6.8, Retirees' Health, Subsection (d).

If all employees represented by SEIU elect to do so, they can have the option of making employee contributions to the Retirement Health Savings Account subject to subsequent requirements and restrictions in IRS rulings, regulations or opinions.

An employee who changes positions within the City is not considered a new employee and will be covered for retirees' health benefits as an existing employee in the new employee group.

6.8.2 Defined Contribution Plan Lump Sum Payment

As the parties have reached agreement to provide the option of a defined contribution plan for those employees hired on or after July 1, 2010, the City agrees to pay each employee a yearly lump sum payment. This lump sum payment will be calculated by taking 0.5 percent of the adopted budget total salaries for all SEIU positions (all funds) for that Fiscal Year and dividing that amount by the number of SEIU FTE members employed on November 30 of each year. The lump sum payment will be prorated for regular part-time employees and paid out in Pay Period 25 of each year.

Parties agree that this lump sum will be suspended for Fiscal Year 2011-12.

6.9 Section 125—Flexible Benefit Plan

The following Qualified Benefits are available to SEIU unit members under the City's Flexible Benefit Plan: Premium Contribution Plan, Medical Expense Reimbursement Plan and Dependent Care Assistant Plan. The maximum allowed

contribution for the medical expense reimbursement account is Two Thousand Dollars (\$2,000).

6.9.1 Flexible Spending Account

Effective January 1, 2012, the City will allow employees to contribute up to Two Thousand Five Hundred Dollars (\$2,500) into a Flexible Spending Account. During the term of this contract, the City will contribute \$150 to each member's FSA account. This contribution will be made at the beginning of the calendar year as determined by payroll. Employee and employer plan year contributions shall not exceed IRS allowable limits. Employees must have an account when the contribution is made to be eligible to receive it.

The FSA contribution will be a part of the discussions of the Health Care Benefits Committee in fall 2011 and will continue unless changed as a result of those discussions and subsequent labor negotiations.

6.10 Management/Professional Development Funds

Professional Development Funds are reimbursed up to Three Hundred Dollars (\$300) annually for employees in eligible classifications, including: Executive Assistant, Water Environment Specialist, Senior Building Inspector, Senior Public Works Inspector and Lead Public Safety Dispatcher.

6.11 Voluntary Retirement Health Savings Account (RHSA)

City to provide RHSA for pretax leave cash out at time of retirement in accordance with IRS regulations of such plans.

ARTICLE 7—RETIREMENT

7.1 PERS Retirement System and Employee Contribution

The City shall change the Public Employees Retirement System (PERS) retirement benefits from the current two percent at age fifty-five (2% @ 55) formula to the two and seven-tenths percent at age fifty-five (2.7% @ 55) formula effective July 1, 2007. The employee's PERS deduction shall increase from seven percent (7%) to eight percent (8%) upon implementation of the new retirement formula and shall be paid by the employee pursuant to 414(h)(2) IRS provision. Implementation is subject to the City reaching agreement with all bargaining units covered by this retiree enhancement.

History of 7 Percent Employee Contribution Converted to Base Salary. In 1998, the City converted its payment of the employee contribution to PERS (7 percent of salary) into base salary and the employee paid the 7 percent PERS contribution through IRC Section 414(h)(2).

7.2 Employee Cost-Sharing Agreement

In consideration that the City will have an increased cost associated with the enhanced PERS formula, the employees agree to share this cost with the City at the following rate:

Year 1—Effective the first pay period ending July 2006, one percent (1.0%) to be withheld to be used by the City to prepay toward the City portion of the enhanced PERS benefit.

Year 2—Effective the first pay period ending July 2007, an additional one percent (1.0%) to be withheld to be used by the City to pay for the additional cost for the enhanced PERS benefit (total of two percent (2.0%) will be withheld in Year 2).

Year 3—Effective the first pay period ending July 2008, an additional one and one-quarter percent (1.25%) to be withheld to be used to pay for the additional cost for the enhanced PERS benefit (total of three and one-quarter percent (3.25%) will be withheld in the third year).

The withheld amount will be before tax and the amount excluded from taxable income per 414(h)(2) IRS provision.

Both the City and the Union understand that the cost-sharing agreement is subject to meet-and-confer at the end of this contract.

7.3 Service Credit

Upon prior approval of the City Council and the City Manager, a represented member shall be eligible for an additional two (2) years of service credit under PERS, provided that the member is eligible and willing to retire during a window period designated by the City Council.

ARTICLE 8—SICK LEAVE AND PERSONAL LEAVE

8.1 Sick Leave

8.1.1 Accrual

Sick leave credit shall accrue at the rate of eight (8) hours for each month (3.68 hours each pay period) of service in paid status. Permanent part-time employees shall accrue sick leave on a prorated basis based on their allocated position. There shall be no limit to the amount of sick leave accrual.

8.1.2 Purpose

Sick leave has two basic purposes. It preserves an employee's income during periods of illness or injury, thereby providing a measure of financial security. It protects the health of the employee and coworkers. The City regards sick leave as a form of insurance provided to each employee. Unlike vacation leave, a right in which the employee has a vested interest and can take with him/her upon termination, sick leave is a privilege which should be conserved and used only in time of need (except when cashed out under the provisions of this MOU). Sick leave shall be granted only for actual illness or injury to the employee, or for injury or illness in the immediate family (as defined in Article 10—Bereavement). In the event of death of other relatives, sick leave may be granted by Human Resources. Sick leave may also be granted under the Family Leave Act of 1993.

8.1.3 Appointments

Sick leave may be used for medical and dental appointments; however, every effort should be made to schedule these appointments during lunch or at the beginning or the end of the shift to minimize the amount of time away from the job. Prescheduled medical and dental appointments (24-hour notice) will not negatively impact the employee's participation in the sick leave incentive program if charged to vacation, comp time or personal leave.

8.1.4 Usage/Misuse

Except in bona fide emergencies, sick leave shall be granted only if the employee notifies or leaves a message for his/her immediate supervisor or Department Head as soon as possible on the day the employee will be absent (but no later than fifteen (15) minutes before the start of the shift) and again at the beginning of his/her returning shift. For Public Safety Dispatchers and Lead Public Safety Dispatchers, as soon as possible shall

mean no later than two (2) hours before the start of the shift, with the exception for Dispatchers working on swing and graveyard shifts, as soon as possible shall mean four (4) hours.

The Department Head, manager or supervisor shall be responsible for ensuring that only bona fide sick leave is taken, consistent with the standards established in this Article. At the discretion of the Department Head, manager or supervisor at the end of three (3) consecutive days of illness, a medical verification or a personal affidavit, or an affidavit from the employee's Department Head shall be required to verify illness. The submission of one of the above documents may be required in other individual cases, regardless of the length of the absence, where substantial evidence exists that sick leave has been misused and a prior warning has been given to the employee regarding the abuse of sick leave.

If the Department Head, manager or supervisor has reason to suspect abuse of sick leave, he/she may notify the employee in writing that he/she must submit one of the above documents for illnesses of less than three (3) days. This requirement shall be prospective, shall not exceed ninety (90) calendar days, and shall be in addition to any other action as may be appropriate, including but not limited to disciplinary action.

8.1.5 Incentive Program

The sick leave incentive program is intended to discourage unnecessary use of sick leave by rewarding employees who do not use sick leave in a given time period. Under the City program, all members who are not ill for one quarter as defined by Payroll (e.g., January through March), will receive eight (8) additional hours of vacation. For prescheduled medical and/or dental appointments (requiring 24-hour notice) vacation, comp time or personal leave may be utilized in order for the employee's sick leave incentive program not to be adversely affected.

8.1.6 Payment for Unused Sick Leave

Upon layoff, regular retirement through PERS, or a disability retirement as determined by appropriate medical authority, payment shall be made to the employee for unused sick leave (to a maximum of a percentage of 960 hours) for years of continuous service as a probationary and permanent employee according to the following schedule:

0 but less than 10 years of service	-	No Pay
10 but less than 15 years of service	-	20%
15 but less than 20 years of service	-	35%

20 but less than 25 years of service	-	55%
25+ years of service	-	80%

8.2 Personal Leave

- (a) Each employee shall be allowed to convert twenty (20) hours (prorated for regular part-time employees) of accumulated sick leave annually to personal leave. Personal leave may be used for any personal purpose, to include supplementing holiday time-off for members on alternative work schedules.
- (b) The sick leave balance will be reduced upon use of the personal leave; however, this usage will not affect the sick leave incentive program. Personal leave shall not accumulate from year to year, and must be taken in the payroll calendar year.
- (c) Personal leave shall be granted with approval of the employee's immediate supervisor or Department Head. If at all possible, requests for personal leave shall be made prior to the day the employee will be absent or shall be made in accordance with departmental policies for requesting time off.
- (d) Regular part-time employees shall earn personal leave on a prorated basis. For example, half-time employees shall receive ten (10) hours per year of personal leave.

ARTICLE 9—BEREAVEMENT LEAVE

9.1 Benefit Defined

An employee may use up to three days (24 hours) if required to be absent from duty due to the death of a member of the employee's immediate family. An employee may use one (1) additional day if attending a funeral out of the State of California or beyond a three hundred (300) mile (each way) radius from the City of Mountain View. Additional time off may be authorized by Human Resources or the Department Head or designee, and charged to accrued vacation, sick leave or treated as leave without pay.

9.2 Immediate Family

The "immediate family" shall be defined as: wife, husband, father, mother, sister, brother, children, stepchildren, mother-in-law, father-in-law, grandparents, grandchildren or registered domestic partner.

ARTICLE 10—VACATION AND LEAVES OF ABSENCE

10.1 Vacation Accrual

Represented employees shall accrue vacation based upon the following years-of-service formula. For clarification purposes, the term days used in this Article refers to eight (8) hour workdays. Years of service will be measured by the number of full years of service attained on the anniversary of the date upon which the employee was initially hired into a bargaining unit covered by this MOU.

Years of Service	Rate Per Year
0 through 5 years	12 days
6 through 9 years	17 days
10 through 15 years	22 days
16+ years	One additional day per year to a maximum of 25 days

Effective the first pay period after January 1, 2012, the maximum accrual of vacation is as follows:

Beginning of the first year through the fifth year	-	220 hours
Beginning of the sixth year through the ninth year	-	290 hours
Beginning of the tenth year through the fifteenth year	-	370 hours
Beginning of the sixteenth year	-	440 hours

Effective the last pay period ending in Fiscal Year 2012, the maximum accrual of vacation is as follows:

Beginning of the first year through the fifth year	-	200 hours
Beginning of the sixth year through the ninth year	-	260 hours
Beginning of the tenth year through the fifteenth year	-	330 hours
Beginning of the sixteenth year	-	400 hours

Automatic Cap: Once vacation reaches the allowed maximum, or for vacation balances in excess of these caps on the effective dates above, the employee will not be allowed to accrue vacation until the balance is reduced below the cap.

10.2 Permanent Part-Time

For permanent part-time employees, vacation accrual rates, vacation caps, as noted above, and sick leave incentive awards shall be computed on a pro rata basis based on their budgeted position.

10.3 New Hires

Employees are eligible to take vacation after six (6) months of City employment. All employees are encouraged to take periodic vacations.

10.4 Vacation Requests

As a guideline, for every day being requested for vacation, the employee will give a minimum one (1) day notice to his/her supervisor (e.g., if an employee is requesting a two [2] week vacation, he/she gives a minimum two [2] week notice). Exceptions shall be approved on a case-by-case basis by the immediate supervisor. Scheduling of vacation leave shall be determined by the Department Head with regard for the wishes of the employee and the needs of the service.

10.5 Vacation Cash-Out

Effective July 2009, the vacation cash-out provision will be increased from forty (40) hours to eighty (80) hours. For those employees electing to cash out over forty (40) hours, there is a requirement that an employee must have a minimum balance of eighty (80) hours accrued as of yearly date in December specified by payroll and have taken a minimum of eighty (80) hours of vacation in the prior twelve (12) months.

Employees will have the option of receiving cash or depositing vacation cash-out directly into deferred compensation, in accordance with IRS regulations.

Effective July 2011, this provision is temporarily suspended for one year and the vacation cash-out provision will decrease from eighty (80) hours to sixty (60) hours for this one (1) year period. For those employees electing to cash out over forty (40) hours, there is a requirement that during this one (1) year period, an employee must have a minimum balance of eighty (80) hours accrued as of December 24, 2011 and have taken a minimum of sixty (60) hours of vacation during the 2011 payroll calendar year (Pay Period 1 through Pay Period 26). This provision will revert to the eighty (80) hour option at the end of the term of this Agreement.

Employees will have the option of receiving cash or depositing vacation cash-out directly into deferred compensation.

10.6 Leave of Absence/Reinstatement

10.6.1 Granting Leave

Human Resources may grant a leave of absence without pay for a period not to exceed one (1) year to an employee having permanent status whenever such leave is considered to be in the best interest of the service. Such leave shall be requested in writing by the employee, and requires written approval of the Department Head and Human Resources. If the Department Head or Human Resources needs to meet with the employee requesting such leave, the City shall permit the employee the opportunity to have a Steward present at the meeting.

10.6.2 Absence with Reinstatement

- (a) An employee may request up to a one (1) year, noncompensated leave at least thirty (30) days in advance. (Emergency requests will also be considered.)
- (b) Once approved, the Department may fill the vacant position created by the leave with a new employee.
- (c) An employee wishing to return to his/her original position at the end of his/her leave must notify the Department Head of his/her intentions at least thirty (30) days prior to the expiration of his/her leave.
- (d) If an employee does not notify his/her Department of his/her interest to return within thirty (30) days prior to the expiration of the leave, this lack of notification may be considered equivalent to a resignation.
- (e) An employee remains eligible for reinstatement for one (1) year after the expiration of his/her leave. If there are no vacancies during the one (1) year period, the employee would lose reinstatement rights.
- (f) The returning employee would be eligible to resume employment in the next available vacant position of the classification they were employed in.
- (g) A reinstated employee will return with full job rights and seniority with accruals continuing from the date of original employment. Benefits and accruals would be foregone during the period of leave. The returning employee would not serve a new probationary period.

- (h) The program is to be limited to a maximum of one (1) year with no more than four (4) bargaining unit employees City-wide being on leave simultaneously.
- (i) An employee must have been employed with the City a minimum of five (5) years and must be in good standing to qualify.
- (j) All requests and approvals must be in writing and are at the discretion of the Department Head and Human Resources. Human Resources will be responsible for overall administration.

10.7 Military Leave

- (a) **With Pay:** Military Leave with pay shall be granted in accordance with provisions of the State and Federal law. All employees entitled to military leave shall give the Department Head an opportunity, within limits of military regulations, to determine when such a leave shall be taken.
- (b) **Without Pay:** Employees who volunteer for active duty with the armed forces of the United States during a period of declared national emergency, or who are ordered to active duty at any time in the organized Reserve, National Guard, or through the Selective Service System, shall be granted a Leave of Absence for the period of military service required of them. Upon entry or reentry into the military service and upon completion of said military service, all such employees shall be entitled to all the rights provided by State law as it now exists, or may hereafter be amended, provided that upon completion of the period of military service the employee shall pass a medical examination administered by a physician selected by the City prior to reinstatement.

10.8 Jury Leave

Employees summoned from work duties as jurors, or subpoenaed to appear as witnesses in cases other than those in which the employee as an individual is a litigant, shall be allowed full salary, provided they compensate the City the fees for such service.

10.8.1 Empanelment on a Jury—Swing Shift, Graveyard Shift and Weekend Shift Employees

Any employee who has a regular work schedule that falls outside the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, who is impaneled on a jury shall be assigned to this work schedule for the duration of the trial to which they are assigned. Employees who have a paid meal period will be

adjusted to Monday through Friday, 8:00 a.m. to 4:00 p.m. Employees assigned to the Police Communications Center shall be assigned hours consistent with needed shift coverage, providing they are given a ten (10) hour rest period, and not to exceed forty (40) hours, Sunday through Saturday.

An employee whose work schedule has been adjusted in this manner shall report for work during any hours during their adjusted work schedule that he or she is not required to report to court as a juror. Excluding overtime, total hours worked between serving on a jury and in the workplace, Sunday through Saturday, shall not exceed forty (40) hours.

10.9 Time Off to Vote

The City will allow employees reasonable time off to vote, where the employee's schedule makes voting before or after work a burden.

ARTICLE 11—HOLIDAYS

11.1 Scheduled

The City shall observe eleven (11) scheduled paid holidays each calendar year. The scheduled paid holidays that will be official City holidays for the term of this Agreement shall be as follows:

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Fourth of July
Labor Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Day After Christmas (or before, depending when Christmas falls)

In addition, each represented employee shall receive eight (8) hours as a floating holiday, prorated for permanent part-time employees. Such floating holiday shall not accumulate from one payroll calendar year to another. The scheduling of such floating holiday shall be subject to approval of an employee's immediate supervisor and/or department manager. Requests for scheduling of such floating holiday shall be made at least twenty-four (24) hours in advance (with the excep-

tion of Public Safety Dispatchers, who shall follow existing procedures for requesting time off).

Holidays shall be administered in accordance with the provisions of the Personnel Rules and Regulations and the Administrative Policies of the City.

11.2 Holiday In-Lieu—Public Safety Dispatchers

Public Safety Dispatcher I/IIs and Lead Public Safety Dispatchers will be increased from 4.2 percent to five percent (5%) holiday in-lieu compensation effective the first pay period ending in July 1998.

ARTICLE 12—HOURS OF WORK AND OVERTIME

12.1 Hours of Work

The following provisions are intended to define the normal hours of work for all full-time permanent employees, except as defined in Section 12.6, Part-Time Position Work Schedules.

12.2 Workday

The normal workday shall be eight (8) hours of work in a twenty-four (24) consecutive hour period, unless an alternative work schedule (for example, 9/80s) has been approved by management. Employees are expected to be at their assigned workstation, ready to begin work, at the beginning of their assigned shift and to notify their supervisor as early as possible, but no later than fifteen (15) minutes before the beginning of their shift, if they expect to be absent or tardy on any given day.

12.3 Work Shift

Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employees' work shifts shall not be changed without four (4) working days prior notice to the employee. Neither call-out nor overtime constitute a change in the work shift. Employees shall have at least ten (10) hours rest between all shifts.

12.4 Workweek

The normal workweek shall be five (5) workdays and two (2) consecutive days of rest in a seven (7) consecutive day period, except in cases of emergencies, or at the specific request of an employee and approval of the City Manager or Department Head.

The City will provide a One Hundred Dollar (\$100) weekly stipend to employees (excluding Public Safety Dispatchers and Lead Public Safety Dispatchers) whose normal workweek is changed to a later time because of the needs of the City. This shift change stipend is in effect for shifts that run over or start after 9:00 p.m.

12.5 Alternate Work Schedules

The City Manager may authorize work schedules based on the operating needs of the departments outside of the normal work schedule. Prior to implementing or modifying a work schedule in accordance with this provision, the City will give notice to Local 521 and, upon request, provide an opportunity to meet. The parties will discuss implementation or modification either as an item of the Employee/Management Committee or as a separate meet-and-confer issue. This section shall not affect individual flexible work schedules or the procedures covering such schedules, as set forth in City Administrative Policy.

12.6 Regular Part-Time Position Work Schedules

Regular part-time employees in a half-time position (20 hours per week or 1,040 hours per year) shall be scheduled to work a minimum of sixteen (16) hours per pay period. Part-time employees in a three-quarter-time position (30 hours per week or 1,560 hours per year) shall be scheduled to work a minimum of twenty-four (24) hours per pay period.

12.7 Meal Period

All employees shall be entitled to an uninterrupted, unpaid meal period of a minimum of thirty (30) minutes and a maximum of sixty (60) minutes at or about the midpoint of their work day. The length of the meal period and the time the meal period is taken shall be determined by the City. Employees are entirely relieved of responsibilities and restrictions during their meal period, unless they are assigned, in writing, to work an on-duty meal period, which will be treated as paid time.

12.8 Rest Periods

- (a) Employees shall be provided rest periods at the rate of fifteen (15) minutes for each four (4) hours worked. Rest breaks shall be considered paid work time.
- (b) **Rest Periods Between Work Days:** Regardless of the situation, employees will be given a ten (10) hour rest period between work days. If the rest period includes time that the employee would normally be scheduled to work, that time will be paid by the City as straight time.

- (c) **Continuous Emergency Work:** If an employee is requested, due to an emergency condition (to be defined by the Department Head), to work beyond the employee's normal work shift, the employee will be compensated at one and one-half (1-1/2) times the regular rate of pay for hours worked in excess of the normal work shift. If an employee is required to return to work more than fifteen (15) hours in a twenty-four (24) hour period, the employee will be provided a ten (10) hour rest period before being required to return to work. If that ten (10) hour rest period includes time that the employee would normally be scheduled to work, that time will be paid by the City at straight time. However, an employee will return to work to complete his/her normal work day if there is time remaining after the ten (10) hour rest period is completed. If less than two (2) hours remain, the employee can elect to use comp time or vacation leave for that time.

12.9 Emergency Assignments

Nothing herein shall be constructed to limit or restrict the authority of the City to make temporary assignments to different or additional locations, shifts or duties for the purpose of meeting an emergency. "Emergency" shall mean the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the City caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake or other conditions, including conditions resulting from war or imminent threat of war. Such emergency assignments shall not extend beyond the period of said emergency.

12.10 Overtime

12.10.1 Payment

All nonexempt employees who are eligible for overtime shall receive overtime pay computed at one and one-half times their regular rate for all hours authorized by the City and worked by the employee in excess of forty (40) hours worked in a work week.

For the purposes of computing overtime, paid time off shall be treated as hours worked. Overtime hours shall be paid to the nearest one-half hour of time worked.

Overtime shall be authorized in writing by the employee's Department Head prior to being compensated. An employee not specifically exempt from the provisions of the Fair Labor Standards Act shall not begin work more than fifteen (15) minutes before his/her established schedule begins

nor work longer than fifteen (15) minutes after it ends, unless specifically authorized by the appropriate supervisor.

12.10.2 Compensatory Time

Employees eligible for overtime pay may, at the employee's discretion, elect to receive compensatory time off (CTO) at time and one-half (1-1/2) in lieu of overtime pay, except as provided below.

- (a) Effective January 14, 2007, an employee may accrue and have a maximum current credit of one hundred twenty (120) hours of CTO, and may use up to one hundred twenty (120) hours of CTO per calendar year.

Any employee shall receive overtime pay and shall not have the option of receiving CTO if the overtime work is performed in other than the employee's home index unless preapproved by management.

Any request to use CTO in excess of said maximums maybe granted by the City or, at the City's discretion, will be paid as though the employee had originally selected pay rather than CTO.

- (b) Communications Center: Effective July 1, 2011, Public Safety Dispatchers and Lead Public Safety Dispatchers may accrue and have a maximum current credit of eighty (80) hours of CTO and may use CTO with no limit, subject to departmental rules and regulations. Accrued CTO credit above the eighty (80) hour limit will remain in the employee's leave balance until drawn down to the eighty (80) hour cap.

The City and Union will review the impact of the no-limit use at an Employee/Management Committee meeting in June 2012.

Either party can, with thirty (30) days advance notice, request to meet and confer regarding the Communications Center's compensatory time system.

Employees who accrue CTO may use CTO, subject to departmental rules and regulations. The City and Union agree that use of compensatory time off is subject to management approval and may be denied due to operational and scheduling constraints.

In December, an employee may file an irrevocable election to cash out up to forty (40) hours CTO. The City shall pay the employee on or before March of the following year.

12.10.3 Rotation of Overtime

- (a) **Scheduled:** Management shall offer scheduled overtime to the employee or crew which normally performs the work to be assigned. If such employees are not available, management shall equitably distribute such overtime among permanent employees in the appropriate classification and division.
- (b) **Unscheduled:** Overtime should be equitably distributed and rotated by management among the classification and work unit/division employees who are permanent. If no permanent employees are available, employees on original probation would be called.

The City may, under exceptional circumstances, assign overtime based on special skills of an employee. Such assignments should not impact the equitable distribution.

12.11 Meals During Extended Work Hours

Employees required to continue work, or work overtime, for more than four (4) hours beyond his/her regular quitting time will be provided a meal at the job site at City expense. Normally, the appropriate supervisor will bring a reasonable meal to the job site. If such supervisor is unavailable, each employee may be reimbursed to the maximum of the lunch value in the U.S. General Services Administration Meals and Incidental Expenses (M&IE) table (\$13 as of June 2011), and will be reimbursed promptly upon presentation of a receipt. A meal and break shall be provided for each additional four (4) hour period the work continues.

12.12 Community Services Department/Parks Schedule

The City agrees to extend the 6:00 a.m. to 3:30 p.m. schedule for all Community Services Department Roadway, Parks and Forestry service units by two (2) pay periods. The extended schedule will begin Pay Period 6 to the beginning of Pay Period 21.

12.13 Shift Trades for Public Safety Dispatchers

Shift trades will be authorized under the following conditions:

A shift trade is defined as two (2) employees working a shift for each other in order to obtain time off during a specific work period.

- Partial trades will be permitted in increments of four hours (so only 4-, 8- and 12-hour trades will be permitted).
 - Trades for less than four hours are not permitted; however, employees can request other leave types for which they are eligible.
1. Shift trades must be completed within two (2) pay periods. Therefore, if one employee works for a second employee, the second employee must pay back that work time by working a shift for the first employee during the pay period before, the same pay period or the next pay period.
 2. Employees are responsible for completing proper time off documentation. All shift trades must be approved by a supervisor.
 3. Employees are responsible for keeping track of their own shift trade obligations. Any employee who fails to meet their obligations will be subject to disciplinary action.
 4. Shift trades for overtime (i.e., an employee gives his/her assigned overtime hours to another employee in exchange for a shift trade) are not permitted.
 5. Shift trades for compensatory time (i.e., an employee gives their earned CTO hours to an employee in exchange for a shift trade) are not permitted.
 6. Trades involving multiple parties are not permitted.

ARTICLE 13—OUT-OF-CLASS COMPENSATION

13.1 Definition

Out-of-class compensation will be paid to probationary and permanent employees who have been assigned by their supervisor to perform, on a temporary basis, the duties at a higher classification than their regularly assigned and budgeted position in accordance with established procedures in the

Administrative Policies. Out-of-class compensation will be five percent (5%) above the employee's current salary or the first step of the higher classification, whichever is greater.

The term working out-of-class is defined as a management authorized assignment to perform work on a temporary basis wherein significant duties are performed by an employee holding a classification within a lower compensation range. The Employer shall notify employees in advance of making such assignments. The Employer reserves the right to decide when or if an employee will be assigned to work out-of-class in a temporarily or permanently vacated position. No employee has a right to work out-of-class.

Where opportunities for work out-of-class assignments exist, it is the City's preference to make use of qualified bargaining unit employees for such assignments before using temporary or hourly employees, unless operational or fiscal reasons otherwise dictate.

13.2 Qualifying

- (a) To qualify for out-of-class pay, an employee must meet the minimum qualifications for the higher classification and must work forty (40) hours in the higher classification performing significant duties (once per employee per classification). Having met the qualifying requirements, an employee shall receive the higher compensation when assigned work in the higher classification in not less than four (4) consecutive hour increments, except as noted below.
- (b) When an employee works out-of-class during a callback as defined in Section 15.3, the employee will receive out-of-class compensation for the minimum callback of two (2) hours, or for hours actually worked, whichever is greater.
- (c) Public Safety Dispatchers are qualified for out-of-class compensation when performing duties of a Lead Public Safety Dispatcher when assigned and approved by the Department, even when a Lead Public Safety Dispatcher is on-duty. Public Safety Dispatchers are paid in not less than two (2) consecutive hour increments per the Out-of-Class Policy Addendum dated January 7, 1991.

13.3 Exclusions

Out-of-class compensation will not be paid for vacation or sick leave hours. If an official City holiday occurs during an out-of-class assignment, the employee will continue to receive the higher compensation.

13.4 Rotation

The City agrees to equitably distribute out-of-class opportunities within the appropriate classification and division.

If any out-of-classification assignment that the City chooses to fill (including Acting assignments) is anticipated to last more than thirty (30) calendar days, the selection of the employee for such assignment shall be determined as follows:

- (a) The assignment shall first be offered to employees in the same department as the vacancy, by City-wide seniority, in descending order of the classification series.
- (b) If no one accepts the assignment from the department in which the vacancy occurs, the assignment shall then be offered to all employees City-wide. First choice shall go to employees with highest City-wide seniority in descending order of the classification series, unless a current project or other operational issues would preclude an employee from being released from his/her home department for such out-of-class assignment.

The denial of a work out-of-class opportunity due to operational issues, as described in (b) above, shall not be appealable under the Grievance Procedure.

If an out-of-class assignment lasts for six (6) months, then it will be rotated again, on the basis described above, at the end of six (6) months.

Employees selected for out-of-class assignments as described above shall go to the bottom of the rotation list after serving in such assignments.

ARTICLE 14—PROMOTIONS

14.1 Promotional Process

- (a) The City agrees to circulate a memorandum within the City announcing promotional vacancies for which the City will conduct a recruitment, at least two (2) weeks before deciding whether to conduct a closed or open promotional recruitment.
- (b) Prior to making the decision of whether to conduct a closed or open promotional recruitment, the City will review and consider all resumé's submitted by current employees.

- (c) Upon completion of any testing process conducted for an open or closed promotional recruitment, all current City employees who qualify on an eligibility list shall be granted an interview for the position.
- (d) Any current employee who is not selected for a promotion will have the opportunity to meet with management to discuss what such employee could do, if anything, to improve his/her chances for selection in future promotional processes. In addition, the City will provide the employee an opportunity for career counseling.
- (e) Promotional eligibility lists will remain in effect for twelve (12) months; provided, however, that such lists may be extended beyond twelve (12) months at the City's discretion. Lists may be abolished in less than twelve (12) months so long as each current City employee on the list being abolished is given the opportunity for at least one interview in the final thirty (30) days before the list is abolished in each department that has a vacancy that could be filled from the list.
- (f) Following implementation of the procedures as set forth in this Article, a management decision regarding selection of an employee for hire is not appealable through the Grievance Procedure.

14.2 Promotional Criteria for Flexibly Staffed (I/II) Positions

The term "flexibly staffed" positions refers to those specifically designated positions within a City of Mountain View classification series containing an entry and/or an intermediate and/or a journey level and which can be filled at any of these levels.

The following positions are flexibly staffed:

Account Clerk I/II	Office Assistant I/II
Building Inspector I/II	Parks Maintenance Worker I/II
Code Enforcement Officer I/II	Postclosure Environmental
Engineering Assistant I/II	Systems Technician/Senior
Equipment Mechanic I/II	Public Safety Dispatcher I/II
Facilities Maintenance Worker I/II	Public Works Inspector I/II
Greenskeeper I/II	Street Maintenance Worker I/II
Meter Service Worker I/II	Tree Trimmer I/II
	Wastewater Utilities Worker I/II
	Water Utilities Worker I/II

Management shall, within the first six (6) months of employment, provide each new employee with a copy of the criteria for evaluation of promotion to the II level. The criteria shall explain the following requirements for promotion:

1. Experience and Training
2. Licensing
3. Knowledge, Skills and Abilities
4. Safety Standards
5. City and Department Policies/Standards
6. Is Open to Needed Change/Is Flexible
7. Treats the Public and Fellow Employees with Respect
8. Takes Personal Responsibility and Initiative
9. Uses Time and Materials Effectively
10. Leadership Abilities
11. Performance Plan and Support Needed for Promotion

ARTICLE 15—STAND-BY AND CALL-BACK

15.1 Duty Program

The City shall establish and maintain a duty program which shall be made a part of this Agreement as Appendix C. If during the term of this Agreement changes in the duty program are necessary, the City shall notify Local 521 and, upon request, provide an opportunity to meet and confer.

15.2 Stand-By

Stand-by is defined as that circumstance which requires an employee assigned by the City to:

- Be ready to respond immediately to a call for service.
- Be readily available at all hours by telephone or other agreed-upon communication equipment.
- Refrain from activities which might impair his/her assigned duties upon call.

With the approval of the City Manager, a Department Head may establish a duty program or assign an employee or employees to stand-by. If, during the term of this Agreement, a new duty program is to be established, the City shall notify Local 521 and, upon request, provide an opportunity to meet and confer.

Effective with the first pay period ending after July 1, 1996, an employee assigned by the City to stand-by shall be compensated at the rate of Forty-Five Dollars (\$45.00) per week day (Monday-Friday) for the sixteen (16) off-duty hours, or Seventy-Five Dollars (\$75.00) per weekend day or holiday for the twenty-four (24) hours of duty each day.

Effective with the first pay period ending after July 1, 2011, an employee assigned by the City to stand-by shall be compensated at the rate of Fifty-Five Dollars (\$55.00) per week day (Monday-Friday) for the sixteen (16) off-duty hours, or Eighty-Five Dollars (\$85.00) per weekend day or holiday for the twenty-four (24) hours of duty each day.

15.3 Call-Back

Call-back work is defined as work required by the City of an employee who, following completion of the employee's work day or work week, when an employee is off-duty and has departed from the employee's work site or five (5) minutes after the end of the work shift, whichever occurs first, is unexpectedly ordered to report back to duty to perform necessary work. Employees who are called back shall receive a minimum of two (2) hours compensation at time and one-half.

Whenever an employee is called back, the employee shall receive the minimum provided above or pay for hours actually worked, whichever is greater. Hours worked shall be calculated beginning at the time the employee is contacted to report to work and end when the employee is relieved of duty.

15.4 Call-Back While On Stand-By

Employees called back who are receiving Stand-By pay while participating on one of the Duty Programs referenced in Appendix C of this Agreement will receive a minimum of three (3) hours compensation at time and one-half. Such employees shall be entitled to only one minimum call-back per three (3) hour period.

ARTICLE 16—UNIFORMS, TOOL AND SHOE ALLOWANCES

16.1 Uniforms (Maintenance Unit)

The City shall provide uniforms and laundering of uniforms for employees who are required by the City to wear uniforms in the normal course of employment. The uniform items are not to be used other than while working for the City or while traveling to and from work.

16.1.1 Shirts (Maintenance Unit)

The City shall provide enough rental uniform shirts to ensure five (5) changes per week (or 11 shirts) per employee. The City shall have these shirts laundered and shall arrange for pickup and delivery of shirts at all work locations. Employees shall ensure that their shirts are on-site for pickup.

16.1.2 Equipment Maintenance and Wastewater

Employees in the Equipment Maintenance Section shall be provided rental coveralls and jackets in lieu of uniform pants and shirts. The City shall provide enough coveralls to Equipment Maintenance employees to ensure five (5) changes per week, per employee. For the term of the Agreement, the City shall provide coveralls or uniform pants, jackets and shirts to Wastewater employees (11 pairs of pants). The City shall continue to provide coveralls to other employees who receive them.

16.1.3 Uniform Shorts (Maintenance Unit)

Employees may wear shorts in place of their regular uniform pants or coveralls but must first review and sign a list of work activity precautions (Maintenance Unit—Uniforms Shorts—Work Activity Precautions) which may place employees who wear uniform shorts at a higher risk of injury. Employees are responsible for recognizing safe working conditions and wearing pants or having coveralls available at the work site when a need arises. Uniform dress shall comply with all manufacturers' specifications and recommendations for the safe use of pesticides and operation of equipment and where hazardous conditions exist. The City will evaluate the uniform shorts policy and list of work activity precautions at least annually.

Employees are responsible for purchasing and maintaining authorized uniform shorts. Employees are required to purchase and maintain the agreed upon complement of uniform pants as stated in Section 16.1.4—Allowance. Uniform shorts are not provided by the City and are not considered part of the annual clothing allowance of Three Hundred Sixty Dollars (\$360).

16.1.4 Clothing/Shoe Allowances (Maintenance Unit)

Effective the first pay period ending in Fiscal Year 2011-12, the annual clothing allowance of Three Hundred Sixty Dollars (\$360) for the purchase, cleaning and maintenance of pants and jackets will be paid

per pay period (\$13.85). Pants shall be long and a dark color. This allowance shall be pro-rated for permanent part-time employees.

Each July, the City will pay an annual shoe allowance of Two Hundred Twenty-Five Dollars (\$225) per year to employees who, as a condition of employment, are required to wear safety shoes. This allowance can be used to purchase or resole employee safety shoes.

In the event an employee's shoes are damaged and/or worn, and/or unsafe as determined by the Safety Manager, the employee may request that damaged shoes be replaced provided:

1. The Safety Manager and division head/manager conclude the shoes are damaged and need to be replaced.
2. The employee furnishes proof of purchase for the damaged shoes. Purchase shall have been within the current fiscal year.
3. The employee has fully expended the \$225 allowance. If not fully expended, the employee must use the balance of his/her allowance for the purchase of replacement shoes.
4. If the cost of the replacement shoes exceeds the balance of the employee's allowance, the City is willing to pay up to a total of \$225 for the replacement shoes depending upon the amount of time remaining in the fiscal year.

16.1.5 Colors

The colors of the shirts will be as follows:

- Public Services and Business and Internal Services—Two (2) colors for T-shirts: (seven (7) shirts of light or dark shades of blue or gray, short or long sleeve or a combination). The employee may have a choice of seven (7) T-shirts or two (2) polo shirts. At this time, no change in the colors of laundered uniform shirts.
- Community Services (all others)—Tan shirt and T-shirt (7). Colors for T-shirts: tan (seven (7) shirts of short or long sleeve or a combination). At this time, no change in the colors of the laundered uniform.
- Finance and Administrative Services—Dark blue shirt and T-shirt (7 shirts of short or long sleeve or a combination).

Employees may wear a T-shirt previously issued or approved by the City.

16.1.6 Appearance

Employees shall be responsible for ensuring that uniforms are maintained and work in a neat and professional manner. Supervisors shall be responsible for ensuring that employees maintain a proper appearance and take appropriate actions as required.

16.1.7 Usage

The uniform items are not to be used other than while working for the City or while traveling to and from work.

16.2 Tool Reimbursement/Provision

Effective July 1, 2000, the City shall reimburse Fleet Services employees who, as a condition of employment, are required to provide their own tools and equipment. Reimbursement will be made for tools which the employee selects to purchase, or for tools required to be added to the inventory in order to perform his/her duties. Reimbursement will be made once per fiscal year in June. The maximum amount for reimbursement by the City is Eight Hundred Seventy-Five Dollars (\$875) per fiscal year. The reimbursement shall be administered in accordance with Departmental policy.

Effective July 1, 2001, the City shall reimburse Fleet Services employees who, as a condition of employment, are required to provide their own tools and equipment. Reimbursement will be made for tools which the employee selects to purchase, or for tools required to be added to the inventory in order to perform his/her duties. Reimbursement will be made once per fiscal year in June. The maximum amount for reimbursement by the City is One Thousand Dollars (\$1,000) per fiscal year. The reimbursement shall be administered in accordance with Departmental policy.

The City shall provide the necessary tools and equipment required for employees to perform their duties. Employees will review needs for tools and equipment with the Department Head on an as-needed basis.

ARTICLE 17—TUITION REIMBURSEMENT

17.1 Program

The tuition reimbursement program is intended to assist employees attending accredited college courses or closely related approved training courses which directly or indirectly relate to their current duties and increase their competency in their present position or prepare employees for career advancement within the City by reimbursing them for all or part of incurred costs of tuition, fees, required texts and certain course supplies, up to \$2,000 per fiscal year in accordance with the City's policy.

17.2 Definitions

Accredited College Course: A course from a postsecondary educational institution or program accredited by an accrediting agency or state approval agency recognized by the U.S. Department of Education.

Approved Training Course: Structured training from a provider recognized by the related profession that is approved by the department as accepted or certified continued professional training.

Job-Related: An educational course that is job-related, and either: (a) maintains or improves job skills; or (b) is expressly required by the employer or by law. Examples of qualifying courses include work toward an advanced degree necessary to retain the job or pay level. The educational course must not be needed to meet the minimum educational requirements of the current job or qualify the employee for a new trade or business.

17.3 Reimbursement

The City will reimburse qualified employees up to Two Thousand Dollars (\$2,000) per fiscal year for successfully completing courses in accordance with the Administrative Policies of the City.

1. One hundred percent (100%) reimbursement for claims, up to a maximum amount as specified by an employee's labor agreement. This type of claim is for employees who successfully complete accredited college courses which directly relate to their present duties or to qualify for promotional opportunities with the City with a grade of "C" or better, or employees who successfully complete job-related approved training courses, or employees who successfully complete general education courses toward a job-related degree with a grade of "C" or better. It is the employee's responsibility to demonstrate the applicability of these general education courses and the

relationship of the degree to his/her present duties or promotional opportunity. Approval of applicability of the class must be obtained prior to or at time of enrollment.

2. Fifty percent (50%) reimbursement for claims, up to a maximum amount as specified by an employee's labor agreement. This type of claim is for employees who successfully complete accredited college courses which are not directly related to present duties but of general value to the City with a grade of "C" or better.

Employees are eligible for reimbursement only upon the condition that they are not receiving payment from any other governmental jurisdiction, including grants, scholarships or reimbursement from State/Federal education assistance acts. If an employee separates from the City before reimbursement is made by the City, the City shall not complete action and pay the claim, even if the employee has already completed and paid for the course/training.

17.4 Regular Part-Time Employees

Regular part-time employees receive a prorated portion of the maximum amount per the employee's labor agreement and depending upon their work schedule.

17.5 Fiscal Year

Claim submission for training in one (1) fiscal year cannot be submitted in the following fiscal year in order to obtain more than the authorized amount for one (1) year's training.

17.6 Books and Supplies

Required texts are those specifically required for the course and do not include supplemental or recommended books. Required supplies are those specific items required for course work.

ARTICLE 18—CERTIFICATION RECOGNITION PAYMENT (CRP)

18.1 Program

The Certification Recognition Payment Program is intended to provide incentive for City employees to obtain and maintain "certification of expertise" in the various disciplines required by their job class specifications.

18.2 Eligible Classifications

Classifications that are eligible for this benefit as of July 1, 2011 are as follows:

Utility Systems:	Utility Systems Technician Senior Utility Systems Technician Utility Systems Specialists Utilities Electrician
Water Distribution:	Utility Worker I Water Utility Worker II Water Utility Worker III Utilities Inspector Locator Water Quality Technician Water Operator Senior Water Operator
Wastewater:	Utility Worker I Wastewater Utility Worker II Wastewater Utility Worker III
Meter Services:	Meter Services Worker I/II Meter Services Worker III Cross Connection Control Specialist
Fleet Services:	Equipment Mechanic I/II/III Equipment Service Worker HVAC Technician
Landfill Systems:	Landfill Systems Technician Senior Landfill Systems Technician Landfill Systems Specialist

Parks:	Parks Maintenance Worker II/III Tree Trimmer II/III
Public Works:	Public Works Inspector I/II Senior Public Works Inspector
Building and Fire:	Building Inspector I/II Senior Building Inspector Permit Technician (Effective July 1, 2006)
Fire:	Water Environment Specialist Urban Runoff Coordinator Environmental and Safety Protection Inspector
Miscellaneous:	Heavy Equipment Operator Heavy Equipment Specialist Water Resource Technician
Police:	Public Safety Dispatcher I/II Lead Public Safety Dispatcher
City Attorney:	Code Enforcement Officer I/II

Changes to this eligibility list of classifications due to new or reclassified positions, or elimination of old classifications, will be reviewed by the Employee/Management Committee, the appropriate Department Head, and authorized by the Assistant City Manager (or his/her designee).

18.3 Eligible Certifications

Human Resources (HR) maintains the current list of eligible certifications listed in Section 18.2.

18.3.1 Requests for New Certifications

Requests to consider the eligibility of new certifications must be submitted to HR by January 1 of each year. The request will be reviewed by the Employee/Management Committee, which will provide a recommendation to approve or deny the request to the appropriate Department Head and Assistant City Manager, or his/her designee.

The decision to approve or deny the certification shall be made within ninety (90) days of the Employee/Management Committee's

recommendation. If approved, eligible employees shall receive certification pay retroactive to the first pay period of the calendar year.

18.3.2 Changes in Certification Requirements

In the event an eligible certification becomes a "requirement" of a job class specification (such as through changes in State or Federal requirements), the appropriate Department Head will notify HR and HR subsequently will notify the Union of any changes in certification pay.

18.4 Guidelines

The City will provide a Certification Recognition Payment (CRP) for possession of job-related certifications with approval of the Assistant City Manager (or his/her designee) and the appropriate Department Head based on the following guidelines:

- Payment of Thirty-Five Dollars (\$35) per month (\$16.15 biweekly) will be made for one (1) certification above the minimum job class specifications requirement.
- Payment of Seventy Dollars (\$70) per month (\$32.31 biweekly) will be made for two (2) or more certificates above the minimum job class specification requirement.
- Payment to an employee shall not exceed Seventy Dollars (\$70) per month.
- Possession of certifications identified as "recommended," "highly desirable" or "preferred" in the official class specification or where there is no minimum certification requirement will qualify an individual for CRP.
- If the employee leaves the position in which he/she is receiving CRP, eligibility will be reevaluated to ensure continued payment is appropriate. If not, the employee will receive advance notice of the termination of this payment. Termination of this payment is not grievable.

18.5 Process

Employees are responsible for submitting an application and copies of certifications or renewal certifications in order to receive certification pay.

(a) New Certificates and Upgraded Certificates

1. Complete a Certification Request Form and obtain approval from the Supervisor and/or Department Head.
2. Submit signed form to Human Resources along with a copy of the eligible certification.
3. Human Resources will review the form and notify the employee if the certification pay request is approved or denied.
4. Human Resources will return a copy of the form to the employee.

(b) Renewal of Certificates

1. Complete a Certification Request Form, noting the renewal request.
2. Submit the signed form along with a copy of the eligible certification to Human Resources and a copy to his/her supervisor.
3. Human Resources will review the form and notify the employee if the certification pay renewal request is approved or denied.
4. Human Resources will return a copy of the form to the employee.

ARTICLE 19—RECLASSIFICATION/MODIFIED WORK

19.1 Individual Requests

An employee or his/her representative may request in writing a reevaluation of his/her job based on significant changes in job content or significant discrepancies between job content and classification description. The request must contain justification and may be made only during the period of July 1 through September 30. The request shall be submitted to the Department Head for review. Following his/her review, the Department Head shall submit the request to Human Resources for analysis. Human Resources will submit the analysis and recommendation to the City Manager for review. Human Resources will respond to such requests within ninety (90) calendar days; however, this time line may be extended at the mutual consent of the City and

the Union. If meetings are held, the employee may request representation. Should the City decide to reclassify the position, the reclassification will become effective the first pay period following such decision or upon the ninety-first (91st) calendar day **following the City's receipt of the employee's completed job analysis questionnaire**, whichever occurs first. Appendix D outlines the City's reclassification process and procedures.

19.2 Modified Work Assignment

The City will make every reasonable effort to accommodate employees who are injured or ill (whether from industrial or nonindustrial causes) by evaluating the possibility of a modified work assignment until the employee is fully recovered or leaves employment. Such modified assignments will be based on the City's determination that there is appropriate work to be performed, the employee's physical ability to perform, the employee's qualifications, the needs of the City, the ability to provide adequate supervision, budgetary constraints and such other operational or fiscal concerns that the City may have.

The Risk Manager or Department Head will evaluate the possibility of modified work assignments in the employee's Department and in other City Departments, subject to the criteria listed above.

The City is not required to create additional positions to accommodate an employee under this section. A modified work assignment appropriate to medical condition cannot be declined.

19.3 Career Development Opportunity

On a voluntary basis, employees in Community Services and Public Services Departments may, within their respective departments, trade positions for a period of up to six (6) months. The position trade will be arranged by the supervisor with approval by the Department Head. Position trades will be for the purpose of gaining experience in a different field and enhancing the employee's skill bank. It is understood that any trade must be strictly voluntary.

ARTICLE 20—SAFETY AND HEALTH

20.1 City Duty

The City recognizes its responsibility to provide and maintain a safe and healthful work environment and to comply with Cal-OSHA and legal requirements. The City shall not require, under any circumstances, employees to perform work which is not in accordance with all such legal mandates.

20.2 Employee Duty

It is the responsibility of all employees to follow safe work practices. Employees shall bring unsafe conditions to the attention of either his or her Supervisor and/or the Safety and Training Manager. Employees can communicate a hazardous condition without fear of reprisal.

20.3 Safety Committee

- (a) There will be two (2) safety committees; one Maintenance and Operations, and the other Clerical/Technical. Each committee will be comprised of a cross-section of employees, including at least one Department Head, and will include two co-chairs: one representing management and one elected by the SEIU members. The Safety and Training Manager shall provide technical support and guidance to the committee, and will develop meeting agendas and minutes. The co-chairs will help plan and conduct the meetings and assist the Safety and Training Manager on follow-up matters. The Committee structure will be evaluated by the City and SEIU after a period of six (6) months, and thereafter at the request of either party.
- (b) Each committee shall meet monthly and will be responsible for the review, discussion and recommendations of all matters concerning safety and health, including but not limited to accident investigations, safety surveys, job site inspections, and safety audits. Each committee shall work to problem solve and formulate recommendations to the appropriate department heads and City Manager as necessary. Minutes shall be taken by a clerical support staff during each meeting and will be distributed to all department employees and posted in a conspicuous location(s). The City will grant paid release time to employees participating in Safety Committee meetings.
- (c) SEIU Local 521 may appoint up to four (4) Clerical/Technical Unit members who shall be granted release time to attend City-wide Safety Committee meetings.

20.4 Hazardous Materials Training

City shall comply with all legal requirements for hazardous materials safety and training and provide paid release time for the Safety Steward as necessary.

ARTICLE 21—GRIEVANCE PROCEDURE

21.1 Purpose

The following procedure is intended to be the exclusive remedy for resolving grievances, as defined below, and replaces the Appeals Procedures in the City of Mountain View's Personnel Rules and Regulations.

The City and the Union recognize that early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of employee grievances, or Union grievances as provided for below. In presenting a grievance, the aggrieved and/or his or her representative is assured freedom from restraint, interference, coercion, discrimination, retaliation or reprisal.

21.2 Definition, Scope and Right to File

A grievance may be filed by an individual employee, or jointly by a group of employees, or by the Union on behalf of an employee(s) who is otherwise eligible to file a grievance.

Should a decision not be rendered within the stipulated time limit, the aggrieved employee may immediately appeal to the next step of this procedure. A grievance may be considered settled if the decision at any level is not appealed within the specified time limit. (A summary of the Grievance Procedure and applicable time requirements is attached as Appendix E.)

All grievances shall be filed in accordance with this procedure. A grievance is defined as any dispute involving the interpretation, application or alleged violation of:

- (a) The current Memorandum of Understanding between the City and Local 521, SEIU.
- (b) The City's Personnel Rules and Regulations.
- (c) An infringement of an employee's personal rights, such as discrimination, harassment or the capricious use of supervisory or management authority.
- (d) A dispute involving any disciplinary action taken against a permanent or probationary promotional employee (as used in this Article, discipline is defined as any dismissal, suspension, demotion, salary decrease or loss of an individual's extra compensation opportunities for a prospective period of time).

(e) Performance evaluations resulting in a step decrease.

The following matters are specifically excluded from consideration under the Grievance Procedure:

- The determination of the contents of job classifications;
- The determination of procedures and standards of selection for employment or promotion;
- Items which require a capital expenditure;
- Items subject to the Meet and Confer process as defined in the California Government Code;
- All City rights specified in this Agreement and in the City's Employer-Employee Relations Resolution;
- The release of an employee during his/her original probation period;
- Performance evaluations resulting in the non-award of a scheduled step increase.

The content of documented oral counselings, written reprimands/warnings and performance evaluations are not grievable, but may be appealed directly to the Department Head and subsequently to Human Resources. An employee who wishes to appeal one of the above written documents must follow the procedures and timelines as described in Sections 21.4 and 21.5 below. The decision of Human Resources shall be final.

21.3 Step 1—Informal Grievance Procedure

Within twenty (20) calendar days of discovery of an event giving rise to a dispute, the employee and/or the employee representative shall present the dispute informally to the supervisor, section manager or division manager as appropriate. Where the dispute involves the relationship with the supervisor, it may be submitted to the next higher level of supervision. The employee and the supervisor or manager have a mutual responsibility to make a good-faith effort to resolve the matter at the lowest possible level. The supervisor or manager shall respond to the employee within twenty (20) calendar days of the informal meeting with the employee and/or employee representative.

Presentation of an informal grievance shall be necessary prior to filing of a Formal Grievance.

21.4 Step 2—Formal Grievance Procedure

If the employee believes that the issue in dispute was not resolved informally, a formal grievance may be filed with the Department Head within twenty (20) calendar days from the employee's receipt of the decision of the supervisor or manager. A formal grievance shall only be initiated in writing and shall contain information which:

- (a) Identifies the aggrieved.
- (b) Specifies the nature of the grievance, including a description of the time and place of relevant events.
- (c) Delineates the article(s) of the procedure(s) alleged to have been violated, improperly interpreted, applied or misapplied.
- (d) Describes the corrected action desired.
- (e) Gives the name of the employee representative.

Within twenty (20) calendar days after receipt of the written grievance, the Department Head or designee shall investigate the matter, confer with persons affected (and their representatives) to the extent deemed necessary and render a decision in writing.

21.5 Step 3—Human Resources Review

If the decision of the Department Head or designee does not resolve the dispute to the satisfaction of the employee, the employee or his or her representative may request a review by Human Resources. The request for the meeting shall be made in writing within twenty (20) calendar days of receipt of the decision of the Department Head or designee.

Within twenty (20) calendar days after the request for review, Human Resources or designee shall investigate the matter, confer with persons affected (and their representatives) to the extent deemed necessary and render a decision in writing.

21.6 Step 4—Appeals Board/Binding Arbitration

If the decision of Human Resources or designee does not resolve the dispute to the satisfaction of the employee, the employee or his/her representative may

request a hearing before a formal Appeals Board. Alternatively, at the option of the Union, the grievance involving the interpretation, application or alleged violation of the current MOU between the City and SEIU Local 521 may be submitted to an impartial arbitrator for final and binding review. It is understood and agreed by the parties that binding arbitration provided in this section is expressly limited to a grievance involving interpretation, application or alleged violation of the current MOU and shall not apply to any other alleged grievance under Section 21.2. The parties further understand and agree that this constitutes a limit on the jurisdiction of the arbitrator which cannot be waived by the City absent express written modifications of this section. The request for the Appeals Board hearing or arbitration shall be made in writing within twenty (20) calendar days of receipt of the decision of Human Resources or designee.

21.7 Appointment of Arbitrator

In the event the Union is not satisfied with the response of Human Resources regarding a grievance involving interpretation, application or alleged violation of the current MOU between the City and SEIU Local 521, the Union shall have twenty (20) working days from the date a response is received from Human Resources to require that the grievance be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City. If the parties cannot agree on an arbitrator, the State Mediation and Conciliation Service shall be requested to supply a panel of five (5) names. Alternate names shall be stricken until only one (1) name remains. The party to strike first shall be chosen by coin flip. The parties will alternate the flipping of the coin. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Union and the City. The decision of the arbitrator shall be final and binding.

21.8 Appointment of Appeals Board

For disputes not referred to binding arbitration, and upon receipt of an appeal by Human Resources, an Appeals Board shall be formed. Within twenty (20) calendar days following the receipt of the appeal, the City Manager or designee shall appoint two (2) representatives to the Appeals Board, and the appellant shall appoint two (2) representatives to the Appeals Board. No Appeals Board representative shall be an employee of the same department as the appellant, but all four (4) appointed representatives must be employees of the City. The parties shall, concurrently with the appointment process, mutually agree to the selection of one non-City employee to serve as a fifth voting member and chairperson of the Appeals Board. If the parties cannot agree on the fifth voting member, the fifth member shall be appointed by the State Mediator's Office. The names of all five members of the Appeals Board shall be received by Human Resources or designee no later than twenty (20) calendar days following his/her receipt of the appeal. If either the City Manager or designee or the

appellant fail to appoint within this time, then, in that event, Human Resources shall, upon notice to the delinquent party, appoint employees to any vacant Appeals Board positions. Requests for a time extension shall be mutually agreed upon by both parties. All time extension requests shall be made in writing.

21.9 Date of Hearing—Notice

Immediately after receiving the names of the members of the Appeals Board, Human Resources shall set a date for the Appeals Board to hold a hearing on the matter of appeal. Such a hearing shall be held no later than twenty-five (25) calendar days following the naming of the Appeals board, unless a later date is agreed to by the appellant or it is not reasonably possible to convene the Appeals board within that twenty-five (25) calendar days, taking into consideration the time necessary for all parties to prepare the matter for a hearing. Human Resources shall, immediately upon the selection of a hearing date, give written notice of the date, location and time of the hearing and identify the Appeals Board members to the appellant, the department head and other appropriate persons from whose action the appeal is made.

21.10 Hearing

- (a) At the date and time and place specified, the Appeals Board shall conduct a hearing on the appeal filed.
- (b) Unless incapacitated, the appellant shall personally appear before the Appeals Board at the time and place of the hearing and shall not be excused from answering questions and supplying information except upon claim of constitutional privilege.
- (c) Upon conclusion of the hearing, the Appeals Board shall certify its findings and recommendations within fifteen (15) calendar days to the City Manager with copies to Human Resources, appropriate department head and appellant.
- (d) In the event of absence, illness or disability of a majority of the Appeals Board, the time limitation shall not be used to invalidate the appeal procedure or deprive any employee of the right to a hearing. Rather, the hearing shall be continued by Human Resources from time to time until a majority of the Appeals Board is present.

21.11 City Manager Review

The City Manager shall review the findings and recommendations of the Appeals Board and shall, within fifteen (15) calendar days following the receipt

of the recommendation from the Appeals Board, affirm, revoke or modify the action taken. The City Manager's decision shall be final.

21.12 Probationary

Human Resources shall review the dismissal of a probationary employee.

21.13 Procedures

Irrespective of the defenses of timeliness and/or arbitrability, all issues and remedies shall be fully discussed and/or responded to at each level of the Grievance Procedure, prior to and including arbitration, without prejudice to those defenses.

ARTICLE 22—EMPLOYEE/MANAGEMENT COMMITTEE

22.1 Committee Members

A Joint Committee consisting of representatives from the City (at least one (1) from Human Resources) and up to five (5) representatives from Local 521, shall meet monthly for the purpose of discussing issues of mutual concern and interest. The purpose of meeting will be to maintain open lines of communication between the parties. Participation on this Committee shall not relieve either party of their obligation to meet and confer over an issue or matter that is the proper subject for meet and confer unless both parties mutually agree.

22.2 Location/Agenda

The parties shall mutually agree on the date, time and place of the meetings. Not less than five (5) working days prior to the meeting, the parties shall exchange a list of subjects, issues, or matters and that combined list shall be the agenda of the meeting. Representatives for both parties may be rotated so as to provide participation from individuals directly involved or concerned with the issue being discussed. The City will provide a note-taker and will post monthly meeting minutes on Local 521 bulletin boards.

ARTICLE 23—PROVISIONS OF LAW

This Agreement is subject to all current and future applicable Federal, and State laws and regulations. If any part or provision of this Agreement is in conflict or inconsistent with such applicable laws, or regulation, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulation and the remainder of this

Agreement shall not be affected thereby. The parties shall then enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 24—FULL UNDERSTANDING, MODIFICATION AND WAIVER

- 24.1 This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.
- 24.2 Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or during the term of this Agreement unless mutually agreed to by both parties.
- 24.3 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed by all parties.
- 24.4 In the event any new practice, subject or matter arises during the term of this agreement, that is within the scope of meet and confer, and an action is proposed by the City, Local 521 shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of an agreement on such a proposed action, the City reserves the right to take necessary action by management direction.
- 24.5 Nothing herein shall limit the authority of the City to make necessary and reasonable changes during emergencies. However, the City shall notify Local 521 of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency.
- 24.6 The waiver of any breach, term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 25—CONCERTED ACTIVITIES

- 25.1 It is agreed that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to full and faithfully perform job functions and responsibilities, or other interference with the operations of the City by the Local 521 or by its officers, agents, or members during the term of this Agreement, including the recognition of picket lines or additional compliance with the request of other

labor organizations to engage in such activity. It is further agreed that during the term of this agreement the City will not lock out employees.

- 25.2 Local 521 recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.
- 25.3 In the event of a strike, work stoppage, slowdown, or other interference with the operations of the City by employees who are represented by the Local 521, the Local 521 agrees in good faith to take all necessary steps to cause those employees to cease such action. Failure of the Local 521 to take all necessary steps may result in the termination of Membership dues and such other deductions for Local 521 by the City.
- 25.4 It is agreed that any employees violating this Article may be subject to discipline up to and including termination by the City.

ARTICLE 26—REDUCTION IN FORCE (LAYOFF) POLICY

26.1 Purpose

To establish layoff procedures to be implemented when the City determines that a reduction in force is to occur because of a material change in duties or organization, or because of a shortage of work or funds in the department or the City. It is understood that the preferred means of reducing staff is through attrition. The City agrees to meet with SEIU Local 521 to discuss alternatives to layoff.

26.2 Policy

26.2.1 Order of Layoff

When one or more employees in the same classification in a City department are to be laid off, the order of layoff shall be as follows:

1. Provisional employees in inverse order of seniority.
2. Probationary employees in inverse order of seniority.
3. Permanent employees in inverse order of seniority.

Should two (2) or more employees in the same classification, with the same status (1, 2, 3) above, have equal seniority, the order of layoff shall be determined by performance as documented by the employee's performance evaluations. When there is clearly a difference in

performance, performance will be the deciding factor in determining the order of layoff. Any grievance initiated herein will begin at Step 2 of the Grievance Procedure.

26.2.2 Definition of Seniority

For the purpose of this reduction in force (layoff) policy, seniority is defined as the length of total paid employment in the City of Mountain View in a permanent or permanent part-time position as a regular employee. Time served as a probationary employee and/or as a provisional employee in a permanent position shall be included in determining seniority. Seniority shall be retained but not accrued during any approved unpaid Leave of Absence. Time served as an hourly employee shall not be included in determining seniority.

Time served as a permanent part-time employee will be converted to a full-time equivalent for purposes of determining seniority (for example: A 10-year permanent half-time employee's service would be converted to the equivalent of 5 years of service).

If an employee with five (5) or more years of service with the City of Mountain View terminates from City service and returns within one (1) year from the date of separation, previous years of service with the City will be counted toward seniority for the purposes of layoff only. This provision will apply only prospectively from the date this policy is effective.

26.2.3 Notification of Layoff

Employees to be laid off shall be given written notification of such action at least thirty (30) calendar days before the effective date of the layoff. Within fifteen (15) calendar days of notification of layoff, employees who wish to be reassigned in lieu of layoff will notify the City of their intention to exercise one of the options as outlined in Section D (Reassignment) or Section E (Displacement).

26.2.4 Reassignment

In lieu of layoff, the City may offer employees whose positions are subject to elimination, the opportunity to transfer to a vacant position in the City without having to go through a testing process. The employee must possess the required education, experience and training for that position or a demonstrated ability to perform the job duties.

26.2.5 Displacement (Bumping)

A City employee shall be allowed to return to: (a) a lateral or lower classification in his/her current department provided the employee previously held permanent status in that classification in the City of Mountain View; or (b) a lateral or lower classification in another department in which the employee previously held permanent status, provided that the employee served no less than six (6) months in that classification in that department in the City of Mountain View. However, if a lateral position exists in the employee's current department, he/she must bump into that position rather than choose to bump into the same lateral position in another department.

In both (a) and (b), the employee must have more total seniority in the lateral/lower classification and in higher classifications than the least senior employee in that classification in the department in question.

- The employee shall only have the right to displace: (a) if there are no vacancies that the employee is qualified to fill at the same level per Section D; and (b) if there are no vacancies in a lateral/lower classification into which the employee is otherwise qualified to displace per this policy.
- Employees can only displace (bump) other employees if the employee is fully qualified and capable of performing all of the work in the new position/classification as determined by the appointing Department Head and Human Resources Director.

The term "flexibly staffed" positions are those specific designated positions within a City of Mountain View classification series containing an entry and/or an intermediate and/or a journey level and which can be filled at any of those levels. Time served in a designated flexibly staffed position shall be counted as time served in one position for the purpose of displacement and for determining seniority in Section A.

26.2.6 Reinstatement to Reemployment Eligibility List

Any City employee laid off shall be eligible to request to be reinstated according to provisions and timelines outlined in Sections 4.01(2) and 7.11 of the City of Mountain View Personnel Rules and Regulations, except that the employee will be eligible for all benefits acquired by the employee prior to the layoff. Such benefits include prior sick leave accruals (provided the employee did not receive cash payment in lieu of same) and vacation accrual rate and seniority. An employee shall not

receive credit for time spent on layoff in computing time for any benefit accrual or seniority, nor would the employee be eligible for benefits during the period of time of actual layoff (except as provided to other terminated employees under current City policy).

26.3 Severance

The City will make a good-faith effort to continue with past severance package offered in Fiscal Year 1992-93, but if unable to do so financially, the package could be modified or eliminated by the City at any time without obligation to meet and confer. The Fiscal Year 1992-93 package consisted of four (4) months' continued employment or two (2) months' paid administrative leave at the employee's option and waiving deferred compensation vesting requirements. Also included was membership in the Career Action Center, assistance with resumes and letters of reference.

26.4 Avoid Layoffs

During the term of this Agreement, the City will make its best effort to avoid layoffs in the bargaining unit through use of its early retirement programs (when available) and other means to be discussed between Local 521 and the City.

ARTICLE 27—AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Memorandum of Understanding:

27.1 The City's principal authorized agent shall be Human Resources or duly authorized representative. Address/Telephone:

Human Resources
City of Mountain View
Human Resources Division
P.O. Box 7540
Mountain View, CA 94039
(650) 903-6309

- 27.2 Local 521's principal authorized agent shall be the Worksite Organizer or duly authorized representative for the Service Employees International Union, AFL-CIO, Local 521. Address/Telephone:

Worksite Organizer
Service Employees International Union, AFL-CIO, Local 521
981 Industrial Road, Suite A
San Carlos, CA 94070
(650) 801-3500

ARTICLE 28—IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the City Council. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until ratified by the membership Service Employees International Union, AFL-CIO, Local 521, and unless and until the City Council of the City of Mountain View acts, by majority vote, formally to approve this Memorandum of Understanding; appropriates the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding; and take any other action required.

ARTICLE 29—TERM OF AGREEMENT

- 29.1 The Agreement will become effective upon approval by the City Council. The Agreement will terminate on June 30, 2012. Principals agree to the terms of this Memorandum of Understanding.
- 29.2 When approved by the Mountain View City Council, this Agreement is the entire agreement of the parties, and there are no other agreements or contracts except as set forth in this Agreement. This Agreement may not be modified except by amendment agreed to by both parties and approved by the Mountain View City Council.
- 29.3 In the event either party desires to negotiate a successor Agreement, such party shall serve upon the other after March 1 of the last year in the term of this Agreement, its written notice to commence negotiations.
- 29.4 Negotiations shall begin no later than thirty (30) days from the timely receipt by one party, of the other party's notice to commence negotiations.

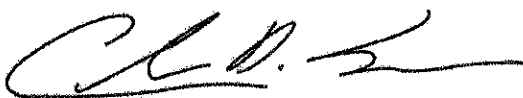
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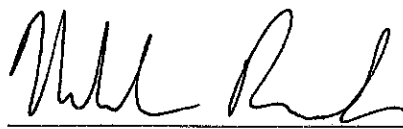
For:

City of Mountain View

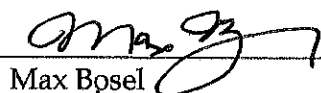
Service Employees International
Union, AFL-CIO, Local 521



Charles Sakai



Nick Raisch



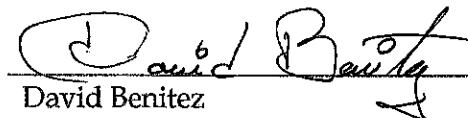
Max Bosel



Chris Costanzo



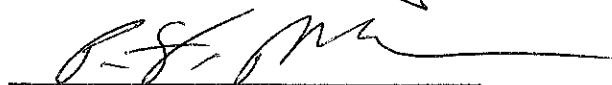
Sue Smith



David Benitez



Kevin Woodhouse



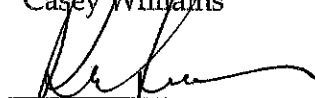
Phill McNern



Todd Baker



Casey Williams



Richard Ames



Kevin Hobbs

APPENDIX A

SEIU UNIT CLASSIFICATIONS

Maintenance Classifications

Assistant Greenskeeper
Cross-Connection Control Specialist
Customer Service Technician
Equipment Mechanic I
Equipment Mechanic II
Equipment Mechanic III
Equipment Service Worker
Facilities Maintenance I
Facilities Maintenance II
Facilities Maintenance III
Golf Course Equipment Mechanic
Greenskeeper I
Greenskeeper II
Heavy Equipment Operator
Heavy Equipment Specialist
HVAC Technician
Irrigation Technician
Meter Service Worker I
Meter Service Worker II
Meter Service Worker III
Parks Maintenance Worker I
Parks Maintenance Worker II
Parks Maintenance Worker III
Postclosure Environmental Systems Specialist
Postclosure Environmental Systems Technician
Recreation Services Worker
Senior Greenskeeper
Senior Landfill Systems Technician
Senior Post closure Env. Systems Technician
Senior Utilities Systems Technician
Senior Water Systems Operator
Street Lighting Technician
Street Maintenance Worker I
Street Maintenance Worker II
Street Maintenance Worker III
Streetsweeper Operator
Tree Trimmer I
Tree Trimmer II
Tree Trimmer III
Utilities Electrician
Utilities Inspector Locator
Utilities Systems Specialist

Utilities Systems Technician
Utilities Worker I
Warehouse Worker
Waste Water Utility Worker II
Waste Water Utility Worker III
Water Resources Technician
Water Systems Operator
Water Quality Technician
Water Utility Worker II
Water Utility Worker III

Clerical/Technical Classifications

Account Clerk I
Account Clerk II
Accounting Technician
Building Inspector I
Building Inspector II
Code Enforcement Officer I
Code Enforcement Officer II
Customer Service Representative
Engineering Assistant I
Engineering Assistant II
Engineering Assistant III
Environmental Compliance Specialist
Environmental Safety Protection Inspector
Executive Assistant
Lead Public Safety Dispatcher
Office Assistant I
Office Assistant II
Office Assistant III
Permit Technician
Program Assistant
Public Safety Dispatcher I
Public Safety Dispatcher II
Public Works Inspector I
Public Works Inspector II
Secretary
Senior Building Inspector
Senior Public Works Inspector
Urban Runoff Coordinator
Water Environment Specialist

APPENDIX B

City of Mountain View Salary Plan and Position Listing Fiscal Year 2011 - 2012

BI-WEEKLY SALARY										
Position		Job Grd	Job Fam	Sal Plan	Cntrl Pt	1st Step	2nd Step	3rd Step	4th Step	5th Step
ACCOUNT CLERK I	7	5	FL			1753.98	1840.29	1933.81	2029.72	2131.63
ACCOUNT CLERK II	11	5	FL			1933.81	2030.92	2134.01	2240.71	2352.22
ACCOUNTING TECHNICIAN	15	2	FL			2136.42	2244.31	2355.81	2473.31	2596.79
ASSISTANT GREENSKEEPER	6	6	FL			1700.03	1785.14	1875.06	1968.57	2066.88
BUILDING INSPECTOR I	25	3	FL			2734.67	2871.34	3015.20	3166.25	3324.51
BUILDING INSPECTOR II	29	3	FL			3018.80	3169.87	3328.11	3494.76	3668.60
CODE ENFORCEMENT OFFICER I	23	3	FL			2602.78	2733.46	2870.14	3014.01	3163.86
CODE ENFORCEMENT OFFICER II	27	3	FL			2873.75	3016.40	3167.47	3325.71	3492.36
CROSS CONNECTION CONTROL SPEC	18	6	FL			2287.46	2401.37	2521.27	2647.14	2780.23
CUSTOMER SVC. REPRESENTATIVE	5	5	FL			1667.65	1750.38	1837.89	1930.21	2026.12
CUSTOMER SVC. TECHNICIAN	20	6	FL			2402.57	2522.45	2649.55	2781.41	2920.49
DEVELOPMENT SERVICE COORDINATOR	33	3	P		4046.26					
ENGINEERING ASSISTANT I	16	3	FL			2186.77	2295.87	2410.96	2532.05	2657.93
ENGINEERING ASSISTANT II	20	3	FL			2414.56	2535.65	2662.73	2795.80	2934.88
ENGINEERING ASSISTANT III	24	3	FL			2668.74	2801.79	2942.07	3089.54	3242.99
ENVIR & SAFETY PROTECTION INSP	14	III	P		3368.88					
ENVIRONMENTAL COMP. SPECIALIST	24	3	FL			2668.74	2801.79	2942.07	3089.54	3242.99
EQUIPMENT MECHANIC I	16	6	FL			2177.18	2286.28	2400.17	2520.06	2645.93
EQUIPMENT MECHANIC II	20	6	FL			2402.57	2522.45	2649.55	2781.41	2920.49
EQUIPMENT MECHANIC III	24	6	FL			2651.94	2785.01	2924.08	3070.36	3223.81
EQUIPMENT SERVICE WORKER	10	6	FL			1877.46	1970.98	2069.29	2173.58	2281.47
EXECUTIVE ASSISTANT	18	2	P		2797.01					
FACILITIES MAINTENANCE I	12	6	FL			1972.18	2070.49	2174.79	2282.68	2397.78
FACILITIES MAINTENANCE II	16	6	FL			2177.18	2286.28	2400.17	2520.06	2645.93
FACILITIES MAINTENANCE III	20	6	FL			2402.57	2522.45	2649.55	2781.41	2920.49
GOLF COURSE EQUIPMENT MECH.	14	6	FL			2071.68	2175.99	2283.88	2398.97	2518.86
GREENSKEEPER I	10	6	FL			1877.46	1970.98	2069.29	2173.58	2281.47
GREENSKEEPER II	14	6	FL			2071.68	2175.99	2283.88	2398.97	2518.86

APPENDIX B

City of Mountain View
Salary Plan and Position Listing
Fiscal Year 2011 - 2012

BI-WEEKLY SALARY											
Position											
Job Grd	Job Fam	Sal Plan	Cntrl Pt	1st Step	2nd Step	3rd Step	4th Step	5th Step			
17	6	FL		2231.14	2342.63	2460.11	2583.60	2711.89			
19	6	FL		2343.82	2461.32	2584.80	2714.29	2849.74			
24	6	FL		2651.94	2785.01	2924.08	3070.36	3223.81			
10	6	FL		1877.46	1970.98	2069.29	2173.58	2281.47			
18	II	P	3838.05								
11	6	FL		1924.21	2020.12	2120.83	2227.52	2339.03			
15	6	FL		2123.23	2229.94	2341.42	2458.92	2581.21			
19	6	FL		2343.82	2461.32	2584.80	2714.29	2849.74			
2	5	FL		1548.97	1628.08	1708.42	1793.54	1884.65			
6	5	FL		1709.62	1797.13	1885.85	1980.55	2078.87			
10	5	FL		1888.25	1982.96	2082.47	2185.57	2295.87			
10	6	FL		1877.46	1970.98	2069.29	2173.58	2281.47			
14	6	FL		2071.68	2175.99	2283.88	2398.97	2518.86			
18	6	FL		2287.46	2401.37	2521.27	2647.14	2780.23			
17	3	FL		2241.92	2354.62	2472.11	2595.60	2725.07			
26	6	FL		2786.22	2926.48	3072.75	3226.20	3386.86			
18	6	FL		2287.46	2401.37	2521.27	2647.14	2780.23			
16	5	FL		2189.17	2299.47	2414.56	2535.65	2661.53			
12	II	FL		2538.95	2665.24	2799.28	2938.47	3085.40			
15	II	FL		2831.51	2973.26	3121.48	3277.43	3441.11			
25	3	FL		2734.67	2871.34	3015.20	3166.25	3324.51			
29	3	FL		3018.80	3169.87	3328.11	3494.76	3668.60			
15	5	FL		2136.42	2244.31	2355.81	2473.31	2596.79			
33	3	P	4046.26								
29	3	P	3668.60								
18	6	FL		2287.46	2401.37	2521.27	2647.14	2780.23			
33	3	P	4046.26								
22	6	FL		2524.85	2650.75	2783.81	2922.89	3069.16			

APPENDIX B

City of Mountain View Salary Plan and Position Listing Fiscal Year 2011 - 2012

BE-WEEKLY SALARY											
Position			Job	Job	Sal	Cntrl	1st	2nd	3rd	4th	5th
Grd	Fam	Plan	Pt	Step	Step	Step	Step	Step	Step	Step	Step
25	6	FL		2718.24	2854.64	2997.18	3147.12	3304.40			
22	6	FL		2524.85	2650.75	2783.81	2922.89	3069.16			
18	6	FL		2287.46	2401.37	2521.27	2647.14	2780.23			
10	6	FL		1877.46	1970.98	2069.29	2173.58	2281.47			
14	6	FL		2071.68	2175.99	2283.88	2398.97	2518.86			
18	6	FL		2287.46	2401.37	2521.27	2647.14	2780.23			
16	6	FL		2177.18	2286.28	2400.17	2520.06	2645.93			
12	6	FL		1972.18	2070.49	2174.79	2282.68	2397.78			
16	6	FL		2177.18	2286.28	2400.17	2520.06	2645.93			
20	6	FL		2402.57	2522.45	2649.55	2781.41	2920.49			
30	3	P	3757.31								
26	6	FL		2786.22	2926.48	3072.75	3226.20	3386.86			
19	6	FL		2343.82	2461.32	2584.80	2714.29	2849.74			
26	6	FL		2786.22	2926.48	3072.75	3226.20	3386.86			
18	6	FL		2287.46	2401.37	2521.27	2647.14	2780.23			
10	6	FL		1877.46	1970.98	2069.29	2173.58	2281.47			
10	6	FL		1877.46	1970.98	2069.29	2173.58	2281.47			
14	6	FL		2071.68	2175.99	2283.88	2398.97	2518.86			
18	6	FL		2287.46	2401.37	2521.27	2647.14	2780.23			
14	III	P	3368.88								
25	6	FL		2718.24	2854.64	2997.18	3147.12	3304.40			
19	6	FL		2343.82	2461.32	2584.80	2714.29	2849.74			
21	6	FL		2462.63	2585.52	2715.78	2850.95	2993.50			
12	6	FL		1972.18	2070.49	2174.79	2282.68	2397.78			
16	6	FL		2177.18	2286.28	2400.17	2520.06	2645.93			
20	6	FL		2402.57	2522.45	2649.55	2781.41	2920.49			

APPENDIX C DUTY PROGRAM ORGANIZATION

Purpose

The purpose of Duty Program is to ensure that water, wastewater and landfill gas and condensate recovery systems and infrastructures are monitored and operating at a consistently high level at all times.

Employees assigned to the Duty Program perform highly skilled maintenance, repair and installation work. Employees working in this Program are expected to be fully trained in all procedures related to the assigned area of responsibility and effectively perform these duties typically without supervision.

The City is committed to providing the necessary support and training to help employees participate on the Duty Program.

The following describes the composition of each Duty Program and the general functions to be performed by program participants. Duty Program participants and the Duty Program Supervisor will meet as necessary to review the overall effectiveness of the program. If the City proposes to add, delete or otherwise change the primary and secondary functions of any program, upon the request of either party, the City and Union will meet and confer regarding such proposals.

Water Duty Program: Supervised by the Water Distribution Supervisor. Comprised of Utility Section personnel. There will be a maximum of six (6) employees and minimum of three (3) employees assigned to this Program.

1. **Function:** To provide coverage for the City's water systems, as necessary, to assist the Wastewater Duty Personnel and/or Utility Systems Duty Personnel.
2. To respond to water customer complaints, such as no water, dirty water, leaks, knocked down hydrants, and service turn-ons and offs.

Wastewater Program: Supervised by the Wastewater Supervisor. Comprised of Utility Section personnel. There will be a maximum of six (6) employees and a minimum of three (3) employees assigned to this Program.

1. **Function:** To provide coverage for the City's wastewater and storm water systems. As necessary to assist Water Duty personnel and/or Utility Systems personnel.

2. To respond to sewer related customer complaints, such as a sewer backup, sewer odors, and sewer main and storm water backup.
3. To respond to road hazards and downed trees; place barriers for Police and Fire Departments, and other Utilities or Utilities-related problems.

Utility Systems Duty Program: Supervised by the Utility Systems Supervisor. Comprised of Utility Section personnel. There will be a maximum of six (6) employees and a minimum of three (3) employees assigned to this Program.

1. **Function:** To respond to Utility alarms from the telemetry or SCADA and/or Fire Department after hours. To provide technical expertise in performing emergency repairs to electrical control systems, mechanical equipment, hydraulic control valves, pump control valves and various related instruments and equipment. Assist Water and Wastewater duty personnel with confined space entry program.

Postclosure/Landfill Duty Program: Supervised by the Postclosure Supervisor. Comprised of Postclosure personnel. There will be a maximum of six (6) and a minimum of three (3) employees assigned to the program.

1. **Function:** To provide for emergency coverage for the City's Flare Station and air compressor stations, landfill gas and condensate recovery systems. Respond to alarms from the telemetry system and/or Fire Department requests after normal business hours. To correct the operations of the critical landfill gas and condensate recovery and alarm systems as necessary. Log landfill recovery and Flare Station functions/operations.

DUTY PROGRAM QUALIFICATIONS

General Qualifications:

- No one may participate in more than one (1) Duty Program at a time.
- If agreed to by SEIU and the City, additional requirements may be established for individual programs.
- **Performance Standards:** Employees assigned to the Duty Program must consistently meet all general employee performance standards and achieve employee objectives as set forth in their performance evaluation. Employees that fall below an acceptable level of performance in his/her assigned job classification will be subject to disciplinary action as set forth in the City's Personnel Rules and Regulations.

At all times, all Duty Program participants will be expected to:

1. Exercise good judgment as it relates to their profession.
2. Remain respectful and courteous to the customer.
3. Read and comprehend 701 maps and related schematics or diagrams.
4. Produce accurate and comprehensive reports of activities while on Duty.
5. Complete all Duty Program-related paperwork while on Duty.
6. Understand limits and responsibilities of City to provide appropriate services.
7. Understand easement and property line restrictions and locations as it pertains to the Utilities.
8. Differentiate between City responsibility and other agency or homeowner responsibility (i.e., California water versus City water, City cleanout versus private cleanout, public right-of-way versus private right-of-way or street).
9. Possess appropriate knowledge of systems operated and maintained in the programs in which participants are assigned.
10. Abide by all Duty Program rules.

Specific Qualifying Requirements:

- **Water Distribution**

Employees must possess a State of California Health Department Grade II Water Distribution Certificate with access to an employee with a State of California Health Department Grade 3 Water Distribution Certificate. All participants must possess a valid Class B California driver's license and be certified to wear a half mask respirator. CPR/First-Aid training is required.

- **Water Operations**

To be drafted by the Employee/Management Committee.

- **Wastewater**

Employees must possess a CWEA Collection System Grade II Certificate. All participants who are duty employees in the Work Group must possess a valid

Class A California driver's license and a tanker endorsement. Participants who cross over Section lines must possess a valid Class A California driver's license and a tanker endorsement. All participants must comply with the respiratory protection program. CPR/First-Aid training is required.

(A side letter will be issued to currently employed Wastewater Section Duty Program participants needing additional time to obtain required CWEA Collection System Grade II Certificate. There will be no time constraints mandated for obtaining certification—only that the employees continuously study and test for the certification. At a minimum, the employee will take the CWEA test once per year. The City will provide a comprehensive course of study.)

- **Utility Systems**

Employees must have a Grade I Water Treatment Operator's License and a Grade I CWEA Collection Systems Certificate. All participants must possess a valid Class C California driver's license and comply with the respiratory protection program. CPR/First-Aid Training is required.

(A side letter will be issued to currently employed Utilities Section Duty Program participants needing additional time to obtain required Grade I CWEA Collections Systems certification. There will be no time constraints mandated for obtaining certification—only that the employees continuously study and test for the certification. At a minimum, the employee will take the CWEA test once per year. The City will provide a comprehensive course of study.)

- **Postclosure/Landfill**

All participants must possess experience in postclosure landfill operations and have knowledge of all landfill gas systems to be operated and maintained, flare station training requirements, emergency response training and regulatory compliance issues. All participants must possess a Manager of Landfill Operations (MOLO) certificate, a valid Class C California driver's license and are required to have Hazwoper training, CPR/First-Aid training, and to be compliant with the respiratory program.

(A side letter will be issued to currently employed Postclosure/Landfill Duty Program participants needing additional time to obtain the newly required MOLO certification. There will be no time constraints mandated for obtaining certification—only that the employees continuously study and test for the certification. At a minimum, the employee will take the MOLO test once per year. The City will provide comprehensive course of study.)

Duty Program Enrollment Process:

To participate in any Duty Program (including crossing over section lines), both new hires and current City employees must have experience in the specific discipline, possess the required certification and receive clearance to participate from the section supervisor.

Certification Test Pay—Duty program participants may be required to possess specific technical certification. Employees seeking to obtain these certifications may request that the City fund related training and testing expenses to a maximum of three (3) occurrences for each required certification or grade. Training and testing will be scheduled through the employee's immediate supervisor.

Should unusual circumstances develop related to the minimum number of participants in any Duty Program, the section supervisor or manager shall have the authority to assign appropriate staff to the Duty Programs.

Duty Program Sign-Up Schedule:

- There will be a window period for employees to sign up for vacant Duty Program slots annually from December 1 through December 31. After the closing date, qualified employees will be selected by seniority.
- Employees not selected during the initial window period will be placed on a waiting list by seniority. Employees who sign up during subsequent window periods will also be placed on the waiting list by seniority but below employees already on the waiting list. Future Duty Program vacancies will be filled from this list.
- If the list becomes exhausted and further vacancies occur, the City will again solicit interest during a window period and fill the vacancies as described above.
- Seniority is defined as seniority within the Utilities Division or within the Streets/Landfill Division.

Dispatching Appropriate Duty Person

Many times calls are received of running water on the streets. The dispatcher receiving such a call should ask the following question of the reporting party: Is water coming out of a manhole or out of a storm drain? If the answer is yes, the Waste Water Duty Person should be called out. If it cannot be determined, the Water Duty Person should be called out. All other nonwater-related calls should be given to the Waste Water Duty Person.

If unable to reach the on-call duty person, immediately contact the appropriate supervisor. If the supervisor is not available, call out the next Duty Person on the list from the appropriate division. The other Duty Person will continue to fill in until a replacement can be assigned. Communications should continue calling the supervisor until contact is made.

Duty Program Rules

1. Duty Person must respond in an approved City Utilities uniform. The Duty Person will be assigned to a utility truck (to take home) for use when responding to complaints.
2. Duty Person must have a home telephone and must be either at his/her home telephone, is available by a telecommunications device accessible by Mountain View Communications, or on the air--responding to a call--while on duty. He/she is being paid to be immediately available to calls for emergency response from Mountain View Communications. Handheld radios will be available to the Duty Person.

Duty Person must be absolutely sure that Communications knows where to reach him/her. Duty Person must not be working for an outside employer while being paid to be on standby.

3. Duty truck is a City vehicle and is not to be used by the Duty Person for personal errands.
4. No riders are allowed in the duty truck. This includes your family and fellow City employees. If you normally carpool to work, your pool partners will have to make other arrangements for transportation during the week you are on duty.
5. When you receive a call for emergency response, you should be 10-8, on the road, within fifteen (15) minutes of the call. Response time from 10-8 should be thirty (30) minutes.
6. Duty person is paid \$55/weeknight--\$85/weekend standby. Overtime is paid to the nearest thirty (30) minutes (.50 hour). Overtime is paid as follows:

Call-Outs When Required to Leave Your Home

Separate call-outs are measured from the time you go out of service at home, except as provided below. When you are out of service and you get a call, you receive three (3) hour minimum overtime pay. If you receive a second, third or more calls within the three (3) hour minimum period, you receive overtime for actual time spent on the response and not an additional minimum three (3) hours

of overtime, regardless of whether you have gone out of service. Any call you received should be reported separately on your overtime sheet (so they can be properly charged out) but will be overtime for actual time spent on the response at overtime rates. If you have gone out of service and more than three (3) hours have elapsed since the call that triggered the three (3) hour minimum pay, then you are entitled to another three (3) hour minimum.

If you receive a call-out at 6:30 a.m. and begin your regular work shift at 7:00 a.m., you are entitled to your three (3) hour minimum pay.

Calls When Not Required to Leave Your Home

Separate calls are measured from the time you go out of service at home, except as provided below. When you are out of service at home and you receive a call before 9:00 p.m. that does not require you to leave your home, you receive standby pay only. If you receive a call after 9:00 p.m. that does not require you to leave your home, you receive one (1) hour minimum overtime pay. If you receive additional calls within the one (1) hour minimum period, you receive overtime for actual time spent on the response beyond the original one (1) hour period. Any calls you receive should be reported separately so they can be properly charged. If you have gone out of service at home and more than one (1) hour has elapsed since the call that triggered the one (1) hour minimum pay, you are entitled to another one (1) hour minimum if and when you receive another call.

If you receive a call that does not require you to leave your home less than one (1) hour before the beginning of your work shift, you are entitled to one (1) hour overtime pay. For example, if you receive a call at 6:30 a.m. and begin your regular work shift at 7:00 a.m., you are entitled to the full one (1) hour minimum overtime pay.

Nothing herein shall change existing pay practices regarding call-back of employees not on the Duty Program.

7. The Duty Person should call for help when the response requires more than one hour of actual effort or is beyond his/her capability to handle. This should work as follows:

When a call is received, the Duty Person should respond, investigate and handle, using proper equipment that is necessary. If it will take more than an hour of actual work time, he/she should have Mountain View Communications contact the other Duty Person for assistance. If a crew is needed to handle the problem--advise Mountain View Communications to contact the appropriate Supervisor and stand by that location if necessary until the Supervisor or crew arrives. The Duty

Person must be available to handle other emergency responses should they occur. The Duty Person should never leave a situation that is a hazard to public safety.

If the Duty Person is becoming swamped with urgent emergency calls—even though they can be handled within one hour each—he/she should call the other Duty Person and/or Supervisor if necessary for assistance.

8. A Duty Person schedule will be published every four months and a duty program meeting will be held at these times to discuss the new schedule. If any Duty Person has a problem with the schedule, he/she should speak up at that time. We will not approve any changes or substitutions in the schedule unless it is an emergency or otherwise unanticipated problem. Check your scheduled time for birthdays, anniversaries, weddings, holidays, classes, etc., and make appropriate revisions at the meeting. **THIS SAVES A LOT OF CONFUSION LATER.** Policies may change from time-to-time as needed, or at a Supervisor's discretion; personnel will be informed.
9. The duty truck is equipped with a basic set of tools that are locked in a tool box whose key is on the duty truck key ring. At every change of duty shift, both oncoming and outgoing duty personnel will go through the tool list, sign the list to agree that all of the tools have been passed forward and the signed list is to be turned in to the Duty Program Supervisor. **Report missing equipment promptly.**
10. The duty truck must be cleaned and tools, etc. must be put away daily. **DO NOT LEAVE A DIRTY DUTY TRUCK.**
11. Daily, before leaving at 3:30 p.m., during the work week, check with the office dispatcher to see if anything needs to be responded to immediately. Do not leave work without doing so.
12. Daily, turn in to the Duty Program Supervisor any complaint, Duty Sheet, and 24-hour reports. A separate one should be made up for every response and filled out as completely as possible.
13. Daily, overtime sheets should be turned in to the Duty Program Supervisor for review. He/she will check for accuracy and forward them to your regular supervisor for account numbers and inclusion on your time card.
14. Should you find that, for some reason, you cannot meet your commitment to your scheduled duty, notify the Duty Program Supervisor **immediately** so that substitutions can be made. **Do not take it on yourself** to arrange for a stand-in, because **it may not be approved** by the Supervisor. The Supervisor may replace you for the entire week's shift, or for only the time you need off, depending on how

he/she interprets your circumstances. To the extent possible, alternate duty personnel will be utilized for substitutions so they can gain experience.

15. Be sure you advise Mountain View Communications when you are responding to a call, have arrived on scene, have completed each assignment, and when you are on-call at home, or available by telecommunications device. These calls are picked up on a 24-hour tape and will give you backup if there should ever be a dispute in regard to your overtime activities.
16. The Duty Person must remember that when on duty, he/she is subject to the same rules of behavior that apply during the working day. These are listed in the Personnel Rules and Regulations. One of these, in particular, that is emphasized is the provision that the employee not be in "possession or under the influence of" alcoholic beverages, or other controlled substances during those times when on duty.
17. The Duty Person on many occasions will have direct contact with the public and should conduct himself/herself in a professional manner. At no time shall the Duty Person argue with the public. Evaluate the situation, explain your role and perform the appropriate service. If you are not sure of a situation, have Communications call the supervisor.
18. A set of guidelines have been established to help evaluate each situation.

APPENDIX D

CITY RECLASSIFICATION PROCESS PROCEDURE OUTLINE

Responsible Department	Step
Department	Submit reclassification request to Human Resources
Human Resources	Reviews requests; contacts departments with follow-up questions; sends position analysis questionnaire to department (see attached).
Department	Completes job analysis questionnaire and returns to Human Resources.
Human Resources	Reviews job analysis questionnaire and classification specification.
Human Resources	Sets up and conducts interview(s) with affected employee/others as analyst deems necessary.
Human Resources	Performs desk audit/observation of employee at work.
Human Resources	Meets with supervisor/department head for clarifying information, if necessary.
Human Resources	Discusses preliminary recommendation with Human Resources Director.
Human Resources	Contacts department head and advises of preliminary recommendation; allows final opportunity for new information not already considered.
Human Resources	Writes draft analysis/recommendation for Human Resources Director's review.
Human Resources	Sends final recommendation (with a copy to the Department Head) to the City Manager for review and comments.
Department	If disagrees with recommendation, may prepare memo in writing (cc to Employee)

APPENDIX E

SUMMARY OF GRIEVANCE PROCEDURE TIME REQUIREMENTS

** All Days are Calendar Days*

Informal Grievance—Step 1

Employee/Union to discuss with Supervisor	20 days
Supervisor response to Employee/Union	20 days

Formal Grievance—Step 2

Employee/Union to file with Department Head	20 days
Department Head response to Employee/Union	20 days

Formal Grievance—Step 3

Employee/Union to file with Human Resources	20 days
Human Resources response to Employee/Union	20 days

Formal Appeal or Binding Arbitration—Filing

Employee/Union to file with Human Resources	20 days
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Arbitration Procedures Following Receipt of Request for Arbitration under Section 21.6

Union to file request that the contract language dispute is referred to an impartial arbitrator	20 days
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Formal Appeal Procedures Following Receipt of Appeal

Appointment of Appeals Board Members

City Manager or Human Resources and Employee	20 days
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Appeal Hearing

Within 25 days after naming of Appeals Board

Appeals Board Recommendation to City Manager

Within 15 days after Appeal Hearing

City Manager Issues Final Written Decision

Within 15 days following receipt of Appeals Board Recommendation

MB/2/CON

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